Supreme Court, U.S.
FILED

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No. _____

IN THE

SUPREME COURT OF THE UNITED STATES

DAVID KISSI

PETITIONER

Vs.

RICHARD M. KREMEN, RESPONDENT

AND DK&R COMPANY, DEBTOR-RESPONDENT

ON PETITION FOR A WRIT OF CERTIORARI TO

THE U.S. COURT OF APPEALS FOR THE FOURTH

CIRCUIT

CASE # 06-1120

PETITION FOR WRIT OF CERTIORARI

David Kissi, et al Petitioners
325 Pennsylvania Ave., SE
Washington, DC 20003
202-675-6365

Question Presented

Whether the 4th Circuit erred by overlooking the relevance of newly discovered evidence in the form of a disclaimer from DK&R's Riggs Hill mortgage notes' co-guarantor the U.S. Small Business Administration that asserts that it re-sold the subject loans to creditor Pramco in FY 2001 after it took them back from the previous lender, The Money Store without the proper documentation for Pramco to have proven its post-petition claims against DK&R's Estate in Bankruptcy Judge E. Stephen Derby's courtroom. See App C. And that in light of this newly discovered information, U.S. Judge Peter J. Messitte, ought not to have granted Pramco a summary judgment of $850,000 in 5/2003 against Petitioners in their position as the loan co-guarantors outside the Bankruptcy Court without a hearing on its merits. And that Pramco fraudulently did obtain the summary judgments: PJM 02-42; PJM 02-43 and PJM 02-44 and that the 4th Circuit erred in overlooking the newly discovered evidence in its mandate issued on 10/4/06 in consolidated case # 06-1120. And whether this mandate contradicts other appellate and High Court rulings and treatment of newly discovered evidence.

LIST OF PARTIES

PETITIONER :

DAVID KISSI

RESPONDENT:

TRUSTEE RICHARD M. KREMEN

DK&R COMPANY

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OPINIONS BELOW

The opinion of the United States Court of Appeals appears at Appendix A to the petition and is unpublished.

JURISDICTION

The date on which the United States Court of Appeals decided on Consolidated Case # 06-1120 was 10/4/06.

The jurisdiction of this Court is invoked under 28 U.S.C. §1254(1).

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

1. Criminalizing a civil debt collect
2. Due Process Rights
3. Relevance of newly discovered evidence and judgments obtained by fraud. Federal Rules of Civil Procedure Rule 60(b). See App C and App D.

Statement of the Case

We, the Petitioners, David Kissi and Edith R. Truvillion, in 9/2000 did put DK&R into Chapter 11 bankruptcy after a dispute prompted by the then local Money Store Collection Agent C.Lawrence Wiser to call in the DK&R's Riggs Hill mortgage notes in the sum of $401,000 in 6/2000. There had been an objection to the Money Store claim because Wiser didn't give us credit for about $100,000 in combined mortgage payments we had directly paid him on behalf of The Money Store between 1998 – 6/2000. In fact, if we further subtracted Wiser's disputed legal bill of $40,000 and the said $100,000 from his demand note, the actual amount DK&R's Estate owed to the Money Store at bankruptcy in 9/2000 would have been $270,000 plus interest. It should be noted for the record the said Riggs Hill notes were jointly secured by the U.S. Small Business Administration (SBA), my spouse, Edith Truvillion and myself.

Then on 7/13/01, Judge E. Stephen Derby of the Federal Bankruptcy Court in Baltimore did convert DK&R from a Chapter 11 to a 7 liquidation based on a hearsay allegation of DK&R's Riggs Hill warehouse tenant, Scott Wilson's spouse Sarah Manning, who alleged that I, Kissi, had commingled her rent money into an account other than the

Debtor-in-Possession account. But Sarah Manning wasn't a tenant because her name wasn't on the lease and therefore had no standing to complain about the subject lease. Therefore, Judge E. Stephen Derby did abuse his discretion by summarily converting DK&R into a Chapter 7 from an 11. Around this time in 2001, Pramco of Delaware entered the bankruptcy court proceedings by buying the DK&R notes held by the Money Store through our fellow co-guarantor, the SBA. The record shows the SBA resold the subject Riggs Hill notes to Pramco at 30 cents on the dollar for a combined amount of $50,000 to gain the $270,000 demand note Wiser had earlier presented to us as the Money Store's final figures to pay to avoid foreclosure. Pramco then filed Proof of Claim for $432,334 against DK&R's Estate for the Riggs Hill notes based on partial information that didn't acknowledge that DK&R took out the Riggs Hill loans initially from Ameribanc in 11/1989. See App D. And neither did it acknowledge about $100,000 we had paid Wiser from 1998 – 1999 in combined monthly mortgages. In fact, we objected to Pramco's post-petition claims because if each individual monthly mortgage payment is taken into account, the actual principal amount in controversy will only be about $270,000 - $300,000 with interest and legal fees included. However, Pramco's presumption in its claims

against DK&R's Chapter 7 Estate was that DK&R had borrowed a combined sum of $ 253,892.28 at 13% from the Money Store for the Riggs Hill warehouse units V & W and $178,442.31 for warehouse unit U. Further, Emil Hirsch, creditor Pramco's debt collector, falsely asserted that DK&R had never made any payments at all on these loans from 1994 through 6/2000 and that instead of $300,000 due, it was rather $855,000. This prompted us to file several objections because this post-petition claim was much greater than Wiser's unadjusted pre-petition claim of $401,449.81. But Bankruptcy Judge E. Stephen Derby never granted us a hearing on any of the 16+ objections we filed even though our 5th and 6th Amendments and Maryland Rule 2-311(f) and Maryland Rule 3-308 – Proof of Claim permit us a hearing to challenge Pramco's fraudulent post-petition claims in open court.

Thus, unable to collect its post-petition claims because of our numerous objections, and also because other creditors were held off from collecting because of the Bankruptcy Code Section 362(a)(3) that says all claims, especially that of Pramco's post-petition claims, have to wait in line until DK&R's Estate was closed and if after DK&R's Trustee Richard M. Kremen had paid all pre-petition creditors, any residue left might then maybe used to payoff

Pramco by the 'fresh start' Estate of DK&R, if any, provided Pramco could prove its $270,000 claim. However, Pramco debt collector Emil Hirsch fraudulently skirted the Bankruptcy Court and went to U.S. District Court Judge Peter J. Messitte who awarded Pramco an $855,000 fraudulent summary judgment on the grounds that the $401,449.81 Wiser had presented as his final payoff figure rather represented the initial Riggs Hill loan figures Hirsch allegedly claimed DK&R had taken out in 1994 and we have never made any payments at all until bankruptcy in 2000. See Apps M & N. Hirsch also included the summary judgment figures a request for payment of a Key Bank working capital loan DK&R had borrowed from Key Bank of Baltimore County in 1996. The original amount of the note was $100,000 and the net balance outstanding was $80,000 on 9/2000 when DK&R filed for bankruptcy. Now, since Pramco had no proof of claim when it bought this separate note also from the other co-guarantor, SBA, post-petition, it couldn't file any claim initially in the bankruptcy court. But that didn't stop Hirsch from fraudulently going ahead to include a claim of $184,000 in the summary judgment claims he had submitted to Judge Messitte. who in 2/2003, granted a combined summary judgment of $855,000 to Pramco for the Key Bank and the Riggs Hill mortgage notes Pramco

had purchased from the SBA post-petition in 2001. See App N re: summary judgments PJM 02-42, PJM 02-43 and PJM 02-44. Then to pay for this fraudulent combined summary judgments in 2003, Judge Peter J. Messitte issued a pair of injunctions that essentially handcuffed us but allowed Pramco's debt collector Emil Hirsch to summarily liquidate about $3 million worth of our Trust and personal assets at a few cents on the dollar to pay off the $855,000 disputed judgments. See Apps K & M in re: Satisfaction of Judgments.

But Judge Messitte erred to have granted the fraudulent summary judgments because our Affidavits, arguments and admissions so contradicted Pramco's such that Judge Messitte ought to have held hearings on it merits pursuant to Maryland Rule 2-311(f) and Federal Rule 56 and considering that with the payments we made to Ameribanc if adjusted for all DK&R's payments from 1989 – 6/2000, the actual amount due on the Riggs Hill notes in controversy shouldn't have exceeded $300,000 with interested included. We reiterate that DK&R at the inception of bankruptcy had about $1 million to have paid in full all its pre-petition creditors first without busting our Trust. And that post-petition creditor, Pramco could have been paid from the net residue after the Estate had closed. See App F. So Judge

Messitte was wrong to interfere in the Bankruptcy Court's proceedings and order of payments that gave priority and unusual advantage to post-petition creditor, Pramco over others. See App G.

Now, it was not only Judge Messitte that abused his discretion, but Bankruptcy Judge E. Stephen Derby and DK&R Trustee Kremen abused their discretion, too, for allowing Pramco to return in 2004 to the Bankruptcy Court to file a claim against DK&R for the Key Bank notes when it had run out of time and didn't seek the court's permission to file and had funds transferred to Pramco from DK&R's Estate while our objections to Pramco's claims were still pending. See App P. All this amounts to fraud. So in any case, we went before Bankruptcy Court Judge Duncan Keir on 10/27/05 to argue that he should honor my spouse Edith Truvillion's $1.2 million claim against DK&R's Chapter 7 Estate in a question presented to the court that in light of the subject newly discovered information or Rule 60(b) in the form of an SBA disclaimer dated August 24, 2005. See App C. That Pramco had no proof of claim over the Riggs Hill notes and that U.S. Judge Peter J. Messitte abused his discretion by summarily in 5/2003 awarding Pramco $855,000 instead of the $270,000 - $300,000 post-petition claim it was actually entitled to. And that Judge Messitte

erred in blocking a transfer of a key bankruptcy proceeding from Bankruptcy Judge E. Stephen Derby's courtroom to his courtroom in apparent defiance of 28 U.S.C. § 157(a) and (b). See Apps L & N. And that Judge Messitte erred to have enforced the flawed summary judgments with criminal injunctions that violated our 4th, 5th, 6th and 14th Amendment Rights? And did DK&R's Trustee Richard M. Kremen and Bankruptcy Judge Duncan Keir abuse their discretion by treating creditor Edith Truvillion's claim differently from Pramco's hearsay claims? We finally did plead the entire case of DK&R's Chapter 7 should be transferred to Virginia since it didn't appear we were getting a fair hearing in Maryland Courts. And that in light of newly discovered evidence that Pramco couldn't have proven its claims in the Bankruptcy Court, the courts should consider to set aside the summary judgments for PJM 02-42; PJM 02-43 and PJM 02-44.

In sum, what we were trying to do was to reopen Judge Peter J. Messitte's fraudulently issued judgments outside the bankruptcy proceedings per the SBA newly discovered evidence the Agency issued in 8/2005. And this comprised of the flawed summary judgments, Restraining Orders to enforce them and subsequent orders Judge Messitte issued to bust our Trust to honor Pramco's fraudulently ob-

tained judgments. See App O.

However, Bankruptcy Judge Duncan Keir, on 10/27/05, dismissed creditor Edith Truvillion's Motion not to be deposed, her separate motion to transfer all the DK&R's proceedings to impartial Virginia and to have her $1.2 million claim against DK&R's Chapter 7 Estate honored there. In fact, Judge Keir summarily dismissed all these motions without taking into consideration the relevance of this newly discovered information in the form of an SBA disclaimer that asserted that Pramco couldn't have established a valid claim over DK&R's Riggs Hill notes and that the said notes were ratified in 11/1989 not 1994 as Pramco is now claiming. We did also ask for a transfer of venue to Virginia since we couldn't have received a fair hearing in Maryland courts since Judge Messitte, Judge Derby, Trustee Richard M. Kremen, who administered DK&R's Chapter 7 Estate, were all government witnesses against me in U.S. v. Kissi, case #: AW05-cr-0254, a bankruptcy related case that was due to come to trial on 8/4/06. But Judge Keir dismissed our motions in 10/27/05.

We did then file a timely appeal at the 4th Circuit in 2/2006 and the court did consolidate under 06-1120 the following: 05-cv-03458-PJM; 05-cv-2414-PJM and 05-cv-

02641-PJM. But on 10/4/06, the 4th Circuit did reaffirm the District Court but omitted or ignored the newly discovered information in the form of the SBA disclaimer and no mention was made at all on the issue of the Ameribanc original mortgage papers that could have proven the principal and interest in controversy is smaller than the $855,000 that had been awarded Pramco in the summary judgments. See App A & B re: 4th Circuit Mandate.

Argument

There is no doubt the 4th Circuit erred in rejecting our 60(b) consolidated appellate brief # 06-1120 that seeks to reopen Judge Messitte's summary judgments in PJM 02-042; PJM 02-043 and PJM 02-044 and DK&R's bankruptcy proceedings, #00-61147SD. Both the courts' rulings dated 10/4/06 and the mandate is issued on 10/26/06 did overlook the fact that our petition is a valid 60(b). motion that was presented in the form of a newly discovered information the SBA sent us, a disclaimer that says that Pramco couldn't have proven its claim in bankruptcy court because there was a cloud on the title of the loans. So by the 4th Circuit overlooking its relevance and by refusing to remand is a violation of our Due Process and equal protection under the law. And this is against the public interest because it permits creditor Pramco to fraudulently bypass the bankruptcy court

and go straight to Judge Messitte's courtroom to obtain a fraudulent judgment of $855,000 against us which is three times the amount Pramco couldn't have collected in the bankruptcy court because it did lack proof. And also this matter affects the public interest in the sense that there are several cases not necessarily connected to mortgages where long after the trial, newly discovered evidence came in that were used by the courts to reopen improper or fraudulent obtained judgments and convictions. See Mesarosh v. U.S. 1956, 352 U.S. 808, 77 Sup. Court 14, 1 L. Ed 2d. 39. So the 4th Circuit clearly erred by overlooking the relevance of the newly discovered evidence in the form of the SBA disclaimer and also the original mortgage purchase notes of the Riggs Hill properties which show that DK&R purchased the Riggs Hill commercial properties in the Fall of 1989 and not 1994 as Pramco is claiming. Because if we use the base year of 1989 as the year of the purchase, then at the time of DK&R s bankruptcy, the principal and interest would have been much smaller than the $855,000 in judgment Pramco is claiming. It therefore behooves the High Court to reverse the 4th Circuit in similar previous lower court cases that were reopened based on newly discovered evidence and to remand the case to impartial Virginia or to the 3rd Circuit where all creditors including my spouse and Pramco to

prove their respective claims. This is because the SBA is now saying it resold the said loans to Pramco without the proper paperwork to file a claim in any court against DK&R or us its principals. Therefore, money Trustee Richard M. Kremen and Judge Messitte might have transferred to Pramco for a claim it couldn't prove is reversible.

It is expedient too that the High Court rule on this matter because at present we don't have any forum for remedy as the lower courts have permitted Pramco's debt collector Emil Hirsch and James Ryan to run roughshod over us. For example, even though James Ryan wasn't in good standing to represent Pramco, yet he still came to court to seize our personal assets in order to satisfy Pramco's claim, since we are co-guarantors of the Money Store loans. See App I. Emil Hirsch committed perjury by filing false liens on our properties, but the lower courts have refused to sanction them. By Emil Hirsch coming to court on 8/3/06 as a government witness against me in a criminal trial that arose from the bankruptcy proceedings in case #00-641147 SD, Hirsch did commit perjury by not acknowledging to the court that Pramco's false claim in both the bankruptcy court and Judge Peter J. Messitte's courtroom has brought us about all this litigation. In fact, Hirsch's perjury led to my prosecution because he sought to criminalize a civil debt

collection. See Apps U & V. But the Supreme Court remains the only forum to seek a remand to reopen Pramco's disputed claims per a Writ of Certiorari. The lower courts too have permitted not only the illegal seizure of our assets, but have criminalized a simple civil debt procedure. So since there is a conflict between the 4th Circuit and other Circuit's rulings, it is up the High Court to settle this controversy over a Due Process issue. See App A.

It is also expedient for the High Court to issue a certiorari to reopen the fraudulently obtained judgments in impartial Virginia or the 3rd Circuit where all bonafide creditors will be permitted to refile and prove their claims and where the lower court will recomputed the actual principal & interest due because Judge Messitte, having assigned himself all of the Pramco cases we are involved in, has succeeded to criminalize a civil debt collection effort and it's a violation of our civil and Due Process rights and this affects all American debtors. And even though Pramco has succeeded to fraudulently collect an amount three times what it couldn't collect in the Bankruptcy Court, Judge Messitte is still threatening to come after us after U.S. v. Kissi, case # AW05-cr-0254 is over. See App O. In fact, Judge Messitte has appointed himself to oversee all DK&R's proceedings in the District Court. So there is no other forum for us to

seek remedy in Maryland federal courts. So the 4th Circuit erred in rejecting our Case # 06-1120 Consolidated Brief in light of new evidence presented by the SBA disclaimer. that says that Pramco's claims that started all this controversy were obtained by fraud. Thus, by issuing a Writ to transfer the case to Virginia or Delaware, it will remove Judge Messitte from the case because he was government witness against me in my criminal trial in 8/2006. See Apps M, N, O and P. But he still refuses to leave our cases and this is a violation of our Due Process and civil rights as Americans.

Conclusion

We realize that Federal courts usually are reluctant to set aside judgments long after the term they were issued. But usually in a case like this where creditor Pramco fraudulently obtained judgments against us as DK&R's Riggs Hill loan co-guarantors by fraud in 5/2003 and the SBA did not send us its disclosure until 8/2005, the Supreme Court remains the only forum for us to seek relief since the 4th Circuit had overlooked the SBA disclaimer which was the main argument for a reversal in our petition under 4th Circuit consolidated case # 06-112. But the 4th Circuit overlooked this disclaimer in its ruling and mandates. See App A and B.

In fact, the High court remains the only forum now

available to us to seek a certiorari to reverse such error. See 322 U.S. 238, 64 S.Ct. 997 Whiting v Bank of the U.S. 13 ref 6, 13, 10 L.Ed. 33; Dexter v. Arnold, Federal Case 3, 856 5 Mason 303, 308-315. See also 3 Ohlinger's Federal Practice pp. 814-818, 3 Freeman On Judgments, 5th Ed., S1191 Note (1880) 20 Am. Dec. 160 supra.

Also, for instances where relief was granted after discovered fraud. See Manne Ins. v. Hodgson, 3 L.Ed 362; Marshall v. Holmes, 141 U.S. 589, 12 S.Ct. 62, 35 L.Ed., 870; Pickford v. Talbott, 225 U.S. 651, 657, 32 S.Ct. 687, 689, 5 L.Ed. 1240. Thus, this case affects the public interest because bankruptcy debtors upon seeking sanctuary in a Bankruptcy Court expect a Bankruptcy Court to grant them protection from creditors. A Bankruptcy Court also has the power to force creditors to prove their claims before payment. But in this instant case, where creditor Pramco couldn't prove its claim in the Bankruptcy Court, but still got paid, is a violation of Bankruptcy Code proceedings. And the 4th Circuit overlooked the newly discovered evidence showing that Pramco fraudulently obtained judgments against us,the subject loan co-guarantors. This stands in conflict with previous Supreme Court rulings. where the High Court had remanded judgments based on newly discovered information or evidence. Thus, for this reason, the

High Court should issue a Writ of Certiorari.

For all the above, the High Court should consider to issue a Writ of Certiorari because the 4th Circuit ruling in consolidated case # 061120 contradicts other previous appellate cases where the Supreme Court had found merit and remanded judgments based on newly discovered evidence or had judgments reversed per 60(b) Motions or in other cases if the judgments were obtained by fraud. See 405 U.S. 150, 92 S.Ct. 703, Gigho v. U.S., U.S. 1972; 327 U.S. 106, 66 S.Ct. 464, U.S. v. Johnson.

Respectfully Submitted by: _____

David Kissi, Petitioner

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Edith Truvillion, Petitioner
325 Pennsylvania Ave, SE
Washington, DC 20003

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Vs.

RICHARD M. KREMEN, RESPONDENT
AND DK&R COMPANY, DEBTOR-RESPONDENT

ON PETITION FOR A WRIT OF CERTIORARI TO THE U.S. COURT OF APPEALS FOR THE FOURTH CIRCUIT

OPINIONS BELOW

The opinion of the United States Court of Appeals appears at Appendix A to the petition and is unpublished.

JURISDICTION

The date on which the United States Court of Appeals decided on Consolidated Case # 06-1120 was 10/4/06.

The jurisdiction of this Court is invoked under 28 U.S.C. §1254(1).

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

1. Criminalizing a civil debt collect
2. Due Process Rights
3. Relevance of newly discovered evidence and judgments obtained by fraud. Federal Rules of Civil Procedure Rule 60(b). See App C and App D.

Statement of the Case

We, the Petitioners, David Kissi and Edith R. Truvillion, in 9/2000 did put DK&R into Chapter 11 bankruptcy after a dispute prompted by the then local Money Store Collection Agent C.Lawrence Wiser to call in the DK&R's Riggs Hill mortgage notes in the sum of $401,000 in 6/2000. There had been an objection to the Money Store claim because Wiser didn't give us credit for about $100,000 in combined mortgage payments we had directly paid him on behalf of The Money Store between 1998 – 6/2000. In fact, if we further subtracted Wiser's disputed legal bill of $40,000 and the said $100,000 from his demand note, the actual amount DK&R's Estate owed to the Money Store at bankruptcy in 9/2000 would have been $270,000 plus interest. It should be noted for the record the said Riggs Hill notes were jointly secured by the U.S. Small Business Administration (SBA), my spouse, Edith Truvillion and myself.

Then on 7/13/01, Judge E. Stephen Derby of the Federal Bankruptcy Court in Baltimore did convert DK&R from a Chapter 11 to a 7 liquidation based on a hearsay allegation of DK&R's Riggs Hill warehouse tenant, Scott Wilson's spouse Sarah Manning, who alleged that I, Kissi, had commingled her rent money into an account other than the

Debtor-in-Possession account. But Sarah Manning wasn't a tenant because her name wasn't on the lease and therefore had no standing to complain about the subject lease. Therefore, Judge E. Stephen Derby did abuse his discretion by summarily converting DK&R into a Chapter 7 from an 11. Around this time in 2001, Pramco of Delaware entered the bankruptcy court proceedings by buying the DK&R notes held by the Money Store through our fellow co-guarantor, the SBA. The record shows the SBA resold the subject Riggs Hill notes to Pramco at 30 cents on the dollar for a combined amount of $50,000 to gain the $270,000 demand note Wiser had earlier presented to us as the Money Store's final figures to pay to avoid foreclosure. Pramco then filed Proof of Claim for $432,334 against DK&R's Estate for the Riggs Hill notes based on partial information that didn't acknowledge that DK&R took out the Riggs Hill loans initially from Ameribanc in 11/1989. See App D. And neither did it acknowledge about $100,000 we had paid Wiser from 1998 – 1999 in combined monthly mortgages. In fact, we objected to Pramco's post-petition claims because if each individual monthly mortgage payment is taken into account, the actual principal amount in controversy will only be about $270,000 - $300,000 with interest and legal fees included. However, Pramco's presumption in its claims

against DK&R's Chapter 7 Estate was that DK&R had borrowed a combined sum of $ 253,892.28 at 13% from the Money Store for the Riggs Hill warehouse units V & W and $178,442.31 for warehouse unit U. Further, Emil Hirsch, creditor Pramco's debt collector, falsely asserted that DK&R had never made any payments at all on these loans from 1994 through 6/2000 and that instead of $300,000 due, it was rather $855,000. This prompted us to file several objections because this post-petition claim was much greater than Wiser's unadjusted pre-petition claim of $401,449.81. But Bankruptcy Judge E. Stephen Derby never granted us a hearing on any of the 16+ objections we filed even though our 5th and 6th Amendments and Maryland Rule 2-311(f) and Maryland Rule 3-308 – Proof of Claim permit us a hearing to challenge Pramco's fraudulent post-petition claims in open court.

Thus, unable to collect its post-petition claims because of our numerous objections, and also because other creditors were held off from collecting because of the Bankruptcy Code Section 362(a)(3) that says all claims, especially that of Pramco's post-petition claims, have to wait in line until DK&R's Estate was closed and if after DK&R's Trustee Richard M. Kremen had paid all pre-petition creditors, any residue left might then maybe used to payoff

Pramco by the 'fresh start' Estate of DK&R, if any, provided Pramco could prove its $270,000 claim. However, Pramco debt collector Emil Hirsch fraudulently skirted the Bankruptcy Court and went to U.S. District Court Judge Peter J. Messitte who awarded Pramco an $855,000 fraudulent summary judgment on the grounds that the $401,449.81 Wiser had presented as his final payoff figure rather represented the initial Riggs Hill loan figures Hirsch allegedly claimed DK&R had taken out in 1994 and we have never made any payments at all until bankruptcy in 2000. See Apps M & N. Hirsch also included the summary judgment figures a request for payment of a Key Bank working capital loan DK&R had borrowed from Key Bank of Baltimore County in 1996. The original amount of the note was $100,000 and the net balance outstanding was $80,000 on 9/2000 when DK&R filed for bankruptcy. Now, since Pramco had no proof of claim when it bought this separate note also from the other co-guarantor, SBA, post-petition, it couldn't file any claim initially in the bankruptcy court. But that didn't stop Hirsch from fraudulently going ahead to include a claim of $184,000 in the summary judgment claims he had submitted to Judge Messitte. who in 2/2003, granted a combined summary judgment of $855,000 to Pramco for the Key Bank and the Riggs Hill mortgage notes Pramco

had purchased from the SBA post-petition in 2001. See App N re: summary judgments PJM 02-42, PJM 02-43 and PJM 02-44. Then to pay for this fraudulent combined summary judgments in 2003, Judge Peter J. Messitte issued a pair of injunctions that essentially handcuffed us but allowed Pramco's debt collector Emil Hirsch to summarily liquidate about $3 million worth of our Trust and personal assets at a few cents on the dollar to pay off the $855,000 disputed judgments. See Apps K & M in re: Satisfaction of Judgments.

But Judge Messitte erred to have granted the fraudulent summary judgments because our Affidavits, arguments and admissions so contradicted Pramco's such that Judge Messitte ought to have held hearings on it merits pursuant to Maryland Rule 2-311(f) and Federal Rule 56 and considering that with the payments we made to Ameribanc if adjusted for all DK&R's payments from 1989 – 6/2000, the actual amount due on the Riggs Hill notes in controversy shouldn't have exceeded $300,000 with interested included. We reiterate that DK&R at the inception of bankruptcy had about $1 million to have paid in full all its pre-petition creditors first without busting our Trust. And that post-petition creditor, Pramco could have been paid from the net residue after the Estate had closed. See App F. So Judge

Messitte was wrong to interfere in the Bankruptcy Court's proceedings and order of payments that gave priority and unusual advantage to post-petition creditor, Pramco over others. See App G.

Now, it was not only Judge Messitte that abused his discretion, but Bankruptcy Judge E. Stephen Derby and DK&R Trustee Kremen abused their discretion, too, for allowing Pramco to return in 2004 to the Bankruptcy Court to file a claim against DK&R for the Key Bank notes when it had run out of time and didn't seek the court's permission to file and had funds transferred to Pramco from DK&R's Estate while our objections to Pramco's claims were still pending. See App P. All this amounts to fraud. So in any case, we went before Bankruptcy Court Judge Duncan Keir on 10/27/05 to argue that he should honor my spouse Edith Truvillion's $1.2 million claim against DK&R's Chapter 7 Estate in a question presented to the court that in light of the subject newly discovered information or Rule 60(b) in the form of an SBA disclaimer dated August 24, 2005. See App C. That Pramco had no proof of claim over the Riggs Hill notes and that U.S. Judge Peter J. Messitte abused his discretion by summarily in 5/2003 awarding Pramco $855,000 instead of the $270,000 - $300,000 post-petition claim it was actually entitled to. And that Judge Messitte

erred in blocking a transfer of a key bankruptcy proceeding from Bankruptcy Judge E. Stephen Derby's courtroom to his courtroom in apparent defiance of 28 U.S.C. § 157(a) and (b). See Apps L & N. And that Judge Messitte erred to have enforced the flawed summary judgments with criminal injunctions that violated our 4th, 5th, 6th and 14th Amendment Rights? And did DK&R's Trustee Richard M. Kremen and Bankruptcy Judge Duncan Keir abuse their discretion by treating creditor Edith Truvillion's claim differently from Pramco's hearsay claims? We finally did plead the entire case of DK&R's Chapter 7 should be transferred to Virginia since it didn't appear we were getting a fair hearing in Maryland Courts. And that in light of newly discovered evidence that Pramco couldn't have proven its claims in the Bankruptcy Court, the courts should consider to set aside the summary judgments for PJM 02-42; PJM 02-43 and PJM 02-44.

In sum, what we were trying to do was to reopen Judge Peter J. Messitte's fraudulently issued judgments outside the bankruptcy proceedings per the SBA newly discovered evidence the Agency issued in 8/2005. And this comprised of the flawed summary judgments, Restraining Orders to enforce them and subsequent orders Judge Messitte issued to bust our Trust to honor Pramco's fraudulently ob-

tained judgments. See App O.

However, Bankruptcy Judge Duncan Keir, on 10/27/05, dismissed creditor Edith Truvillion's Motion not to be deposed, her separate motion to transfer all the DK&R's proceedings to impartial Virginia and to have her $1.2 million claim against DK&R's Chapter 7 Estate honored there. In fact, Judge Keir summarily dismissed all these motions without taking into consideration the relevance of this newly discovered information in the form of an SBA disclaimer that asserted that Pramco couldn't have established a valid claim over DK&R's Riggs Hill notes and that the said notes were ratified in 11/1989 not 1994 as Pramco is now claiming. We did also ask for a transfer of venue to Virginia since we couldn't have received a fair hearing in Maryland courts since Judge Messitte, Judge Derby, Trustee Richard M. Kremen, who administered DK&R's Chapter 7 Estate, were all government witnesses against me in U.S. v. Kissi, case #: AW05-cr-0254, a bankruptcy related case that was due to come to trial on 8/4/06. See App____. But Judge Keir dismissed our motions in 10/27/05.

We did then file a timely appeal at the 4th Circuit in 2/2006 and the court did consolidate under 06-1120 the following: 05-cv-03458-PJM; 05-cv-2414-PJM and 05-cv-

02641-PJM. But on 10/4/06, the 4th Circuit did reaffirm the District Court but omitted or ignored the newly discovered information in the form of the SBA disclaimer and no mention was made at all on the issue of the Ameribanc original mortgage papers that could have proven the principal and interest in controversy is smaller than the $855,000 that had been awarded Pramco in the summary judgments. See App A & B re: 4th Circuit Mandate.

Argument

There is no doubt the 4th Circuit erred in rejecting our 60(b) consolidated appellate brief # 06-1120 that seeks to reopen Judge Messitte's summary judgments in PJM 02-042; PJM 02-043 and PJM 02-044 and DK&R's bankruptcy proceedings, #00-61147SD. Both the courts' rulings dated 10/4/06 and the mandate is issued on 10/26/06 did overlook the fact that our petition is a valid 60(b). motion that was presented in the form of a newly discovered information the SBA sent us, a disclaimer that says that Pramco couldn't have proven its claim in bankruptcy court because there was a cloud on the title of the loans. So by the 4th Circuit overlooking its relevance and by refusing to remand is a violation of our Due Process and equal protection under the law. And this is against the public interest because it permits creditor Pramco to fraudulently bypass the bankruptcy court

and go straight to Judge Messitte's courtroom to obtain a fraudulent judgment of $855,000 against us which is three times the amount Pramco couldn't have collected in the bankruptcy court because it did lack proof. And also this matter affects the public interest in the sense that there are several cases not necessarily connected to mortgages where long after the trial, newly discovered evidence came in that were used by the courts to reopen improper or fraudulent obtained judgments and convictions. See Mesarosh v. U.S. 1956, 352 U.S. 808, 77 Sup. Court 14, 1 L. Ed 2d. 39. So the 4th Circuit clearly erred by overlooking the relevance of the newly discovered evidence in the form of the SBA disclaimer and also the original mortgage purchase notes of the Riggs Hill properties which show that DK&R purchased the Riggs Hill commercial properties in the Fall of 1989 and not 1994 as Pramco is claiming. Because if we use the base year of 1989 as the year of the purchase, then at the time of DK&R's bankruptcy, the principal and interest would have been much smaller than the $855,000 in judgment Pramco is claiming. It therefore behooves the High Court to reverse the 4th Circuit in similar previous lower court cases that were reopened based on newly discovered evidence and to remand the case to impartial Virginia or to the 3rd Circuit where all creditors including my spouse and Pramco to

prove their respective claims. This is because the SBA is now saying it resold the said loans to Pramco without the proper paperwork to file a claim in any court against DK&R or us its principals. Therefore, money Trustee Richard M. Kremen and Judge Messitte might have transferred to Pramco for a claim it couldn't prove is reversible.

It is expedient too that the High Court rule on this matter because at present we don't have any forum for remedy as the lower courts have permitted Pramco's debt collector Emil Hirsch and James Ryan to run roughshod over us. For example, even though James Ryan wasn't in good standing to represent Pramco, yet he still came to court to seize our personal assets in order to satisfy Pramco's claim, since we are co-guarantors of the Money Store loans. See App I. Emil Hirsch committed perjury by filing false liens on our properties, but the lower courts have refused to sanction them. By Emil Hirsch coming to court on 8/3/06 as a government witness against me in a criminal trial that arose from the bankruptcy proceedings in case #00-641147 SD, Hirsch did commit perjury by not acknowledging to the court that Pramco's false claim in both the bankruptcy court and Judge Peter J. Messitte's courtroom has brought us about all this litigation. In fact, Hirsch's perjury led to my prosecution because he sought to criminalize a civil debt

collection. See Apps U & V. But the Supreme Court remains the only forum to seek a remand to reopen Pramco's disputed claims per a Writ of Certiorari. The lower courts too have permitted not only the illegal seizure of our assets, but have criminalized a simple civil debt procedure. So since there is a conflict between the 4th Circuit and other Circuit's rulings, it is up the High Court to settle this controversy over a Due Process issue. See App A.

It is also expedient for the High Court to issue a certiorari to reopen the fraudulently obtained judgments in impartial Virginia or the 3rd Circuit where all bonafide creditors will be permitted to refile and prove their claims and where the lower court will recomputed the actual principal & interest due because Judge Messitte, having assigned himself all of the Pramco cases we are involved in, has succeeded to criminalize a civil debt collection effort and it's a violation of our civil and Due Process rights and this affects all American debtors. And even though Pramco has succeeded to fraudulently collect an amount three times what it couldn't collect in the Bankruptcy Court, Judge Messitte is still threatening to come after us after U.S. v. Kissi, case # AW05-cr-0254 is over. See App O. In fact, Judge Messitte has appointed himself to oversee all DK&R's proceedings in the District Court. So there is no other forum for us to

seek remedy in Maryland federal courts. So the 4th Circuit erred in rejecting our Case # 06-1120 Consolidated Brief in light of new evidence presented by the SBA disclaimer. that says that Pramco's claims that started all this controversy were obtained by fraud. Thus, by issuing a Writ to transfer the case to Virginia or Delaware, it will remove Judge Messitte from the case because he was government witness against me in my criminal trial in 8/2006. See Apps M, N, O and P. But he still refuses to leave our cases and this is a violation of our Due Process and civil rights as Americans.

Conclusion

We realize that Federal courts usually are reluctant to set aside judgments long after the term they were issued. But usually in a case like this where creditor Pramco fraudulently obtained judgments against us as DK&R's Riggs Hill loan co-guarantors by fraud in 5/2003 and the SBA did not send us its disclosure until 8/2005, the Supreme Court remains the only forum for us to seek relief since the 4th Circuit had overlooked the SBA disclaimer which was the main argument for a reversal in our petition under 4th Circuit consolidated case # 06-112. But the 4th Circuit overlooked this disclaimer in its ruling and mandates. See App A and B.

In fact, the High court remains the only forum now

available to us to seek a certiorari to reverse such error. See 322 U.S. 238, 64 S.Ct. 997 Whiting v Bank of the U.S. 13 ref 6, 13, 10 L.Ed. 33; Dexter v. Arnold, Federal Case 3, 856 5 Mason 303, 308-315. See also 3 Ohlinger's Federal Practice pp. 814-818, 3 Freeman On Judgments, 5th Ed., S1191 Note (1880) 20 Am. Dec. 160 supra.

Also, for instances where relief was granted after discovered fraud. See Manne Ins. v. Hodgson, 3 L.Ed 362; Marshall v. Holmes, 141 U.S. 589, 12 S.Ct. 62, 35 L.Ed., 870; Pickford v. Talbott, 225 U.S. 651, 657, 32 S.Ct. 687, 689, 5 L.Ed. 1240. Thus, this case affects the public interest because bankruptcy debtors upon seeking sanctuary in a Bankruptcy Court expect a Bankruptcy Court to grant them protection from creditors. A Bankruptcy Court also has the power to force creditors to prove their claims before payment. But in this instant case, where creditor Pramco couldn't prove its claim in the Bankruptcy Court, but still got paid, is a violation of Bankruptcy Core proceedings and the 4th Circuit overlooking the newly discovered evidence showing that Pramco obtained judgments against us by fraud, the subject loan co-guarantors by fraud stands in conflict with previous High Court rulings where the High Court had remanded based on newly discovered information or evidence. Thus, for this reason, the High Court should issue

a Writ of Certiorari.

For all the above, the High Court should consider to issue a Writ of Certiorari because the 4th Circuit ruling in consolidated case # 061120 contradicts other previous appellate cases where the Supreme Court had found merit and remanded judgments based on newly discovered evidence or had judgments reversed per 60(b) Motions or in other cases if the judgments were obtained by fraud. See 405 U.S. 150, 92 S.Ct. 703, Gigho v. U.S., U.S. 1972; 327 U.S. 106, 66 S.Ct. 464, U.S. v. Johnson.

Respectfully Submitted by: D.K.

David Kissi, Petitioner

Edith Truvillion

Edith Truvillion, Petitioner
325 Pennsylvania Ave, SE
Washington, DC 20003

APPENDIX A
(Ruling of the 4th Circuit in Case # 06-1120)

UNPUBLISHED

UNITED STATES COURT OF APPEALS
FOR THE FOURTH CIRCUIT

No. 06-1120

DAVID M. KISSI,

Plaintiff – Appellant,

versus

RICHARD M. KREMEN

Defendant – Appellee,

and

DK& R COMPANY,

Debtor – Appellee.

Appeal from the United States District Court for the District of Maryland, at Greenbelt. Peter J. Messitte, District Judge. (1:05-cv-2414-PJM; 1-05-cv-03458-PJM; 1:05-cv-02641-PJM)

Submitted: September 28, 2006 Decided: October 4, 2006

Before NIEMEYER, TRAXLER, and SHED, Circuit Judges.

Affirmed by unpublished per curiam opinion.
David M. Kissi, Appellant Pro Se. Maria Ellena Chavez-

Ruark, DLA PIPER RUDNICK GRAY CARY, US LLP, Baltimore, Maryland, for Appellee.

Unpublished opinions are not binding precedent in this circuit. See Local Rule 36(c).

PER CURIAM:

David M. Kissi appeals the district court's order dismissing his appeal from the bankruptcy court's order denying his amended motion to reconsider an award of compensation and expenses to the trustee. We have reviewed the record and find no reversible error. Accordingly, we affirm for the reasons stated by the district court. Kissi v. Kremen, Nos. 1:05-cv-2414-PJM; 1:05-cv-03458-PJM; 1:05-cv-02641-PJM (D. Md. Dec. 12, 2005). We deny Kissi's motions for a change of venue, to consolidate cases, and to remand, and we dispense with oral argument because the facts and legal contentions are adequately presented in the materials before the court and argument would not aid the decisional process.

AFFIRMED

APPENDIX B
(Mandate of the 4th Circuit)

UNITED STATES COURT OF APPEALS

FOR THE FOURTH CIRCUIT

FILED
October 26, 2006

No: 06-1120
1:05-cv-2414-PJM
1:05-cv-03458-PJM
1:05-cv-02641-PJM

DAVID M. KISSI
Plaintiff – Appellant

v.

RICHARD M. KREMEN
Defendant – Appellee

and

DK&R COMPANY, Debtor – Appellee

MANDATE

The judgment of this Court, entered 10/4/06, takes effect this date.

A certified copy of this Court's judgment and a copy of its decision are issued to the district court and constitute the mandate of this Court.

/s/ Patricia S. Connor, CLERK

APPENDIX C
(SBA Disclaimer Letter)

U.S. SMALL BUSINESS ADMINISTRATION
WASHINGTON, DC 20416

August 24, 2005

Mr. David Kissi
DK&R
325 Pennsylvania Ave, S.E.
Washington, DC 20003

Dear Mr. Kissi

This responds to your letter of July 14, 2005, regarding your request for information pertaining to "each individual monthly payment for our company DK&R s two Money Store loan # 70743130 and #55366330 and the same information applicable for our Key Bank loan #92182730," under the Freedom of Information Act.

The following is responsive to your request. Upon receipt of your request we contacted the SBA Denver Finance Center (DFC) and requested a transcript of account of each loan listed. The DFC responded that the Money Store loans were lender serviced accounts and that the SBA could not provide transcripts of payment activities as the lender would have been the servicer of record. Any transcript would need to be obtained by contacting the servicing company. The Key Bank loan was an SBA serviced loan and the transcript is provided showing activity up to the point the loan was sold on August 7, 2001 to Pramco II.

Should you deem this reply unsatisfactory, you have the right to appeal this decision to the Chief, Freedom of Infor-

mation/Privacy Acts Office, Small Business Administration, 409 Third Street, SW, Suite 5900, Washington, DC 20416. You must submit an appeal within 45 calendar days of the date of the notice of denial. The appeal should contain a description of the information requested, the name and title of the SBA official or employee who denied the request, the reason for the denial, and other pertinent facts you deem appropriate.

Sincerely,

/s/ Richard C. Blewett
Director, National Guaranty Purchase Center

APPENDIX D
(Original Ameribanc Loan Agreement Dated 11/20/89 for DK&R Mortgage Notes Purchased by Pramco in 8/2001)

AMERIBANC
SAVINGS BANK

November 20, 1989

D.K. & R Company
Attn: David Kissi
12212 Distribution Place
Beltsville, Maryland 20705

Re: United American Business Center at Corridor North
Building 2, Units V & W
Howard County, Maryland

Dear Mr. Kissi

We are pleased to advise you that your loan application for permanent financing on the above referenced property has been approved by Ameribanc Savings Bank. We agree to lend, and you agree to borrow the amount set forth below according to the following terms and conditions.

FIRST TRUST COMMERCIAL PERMANENT LOAN

1. BORROWER D.K. & R. Company, Inc.

2. LENDER Ameribanc Savings Bank, a Virginia Stock Savings and Loan Association, its successors and assigns as their respective interests may appear.

3. AMOUNT OF LOAN $250,200.00

4. INTEREST RATE Variable. The interest rate shall be adjusted (increased or decreased) each Twelve (12) month interval (the "change date"). The index to be used is the Weekly Average Yield of U.S. Treasury Securities adjusted to a constant maturity of One (1) year as published weekly in the Federal Reserve Statistical Release H.15 (519). At each change date, the modified rate shall be determined at Three percent (3.0%) above the current index rounded up to the nearest one-eight of one percent (.125%) which is defined as the most recently published Treasury Index 45 days before the change date. Each rate change shall result in a corresponding payment change, by a full reamortization of the remaining balance over the remainder of the amortization schedule. The rate for the initial twelve month interval shall be Eleven and one quarter percent (11.25%).

The maximum interest rate over the life of the loan shall be Seventeen and one quarter percent (17.25%).

The minimum interest rate over the life of the loan shall be Ten and three quarters percent (10.75%).

The interest rate shall not be increased or decreased by more than two percent (2.0%) at any change date.

Interest shall be computed on the basis of a 360-day year for the actual number of days during each month, or part thereof, for which interest is charged. The foregoing calculation could result in the payment of interest at a higher rated and amount than if calculated on a 365-day basis.

5. PAYABLE: On the first day of each month. The initial monthly payment for principal and interest shall be $2,430.10 plus one-twelfth of the annual real estate tax and hazard insurance premium. If the date of closing is other than the first day of the month, interest only (for the period

of time between the date of closing and the first day of the month next following) shall be due and payable at closing. If the closing is held on the first day of the month, no advance interest payment at closing is required, and the regular monthly payment will be due and payable on the first day of the following month.

6. MORTGAGE TERM AND AMORTIZATION: The entire principal balance, plus all accrued interest thereon, shall be due and payable in full Ten years from the date of the loan evidencing the debt. The loan shall be amortized based upon a thirty (30) year schedule.

7. FEES: The Lender hereby acknowledges receipt from the Borrower of an application fee in the amount of $200.00, an appraisal fee in the amount of $48.00, and a business credit report fee in the amount of $50.00.

Any variance in the amounts paid by Borrower for appraisal and/or credit report fees and the amount actually incurred by Lender in obtaining these items will be adjusted on Borrower's account at closing.

The following additional fees are due and payable as follows:

a) Origination Fee: $2,502.00 (1.0%), due upon acceptance of this commitment.
b) Discount Fee: $2,502.00 (1.0%), due and payable at closing.
c) Loan Document and Preparation Fee: $300.00, due upon acceptance of this commitment. (The Loan application fee, if any, shall be credited to this fee.)
d) Personal Credit Report Fee: Paid
e) Business Credit Report Fee: Paid
f) Appraisal Fee: Paid

h) Tax Service Fee: $54.00, due and payable at closing.

8. GUARANTORS: The loan shall be jointly and severally guaranteed by David Kissi and Edith R. Truvillion (H&W).

9. ADVANCE ESCROW REQUIREMENTS: Real estate taxes and hazard insurance premiums, as required for the current year, shall be escrowed monthly by Lender.

Lender reserves the option to require Borrower to make payments into the escrow account for payments to cover flood insurance premium, if applicable, and private mortgage insurance, if applicable (Lender does not pay interest on any type of escrow fund).

10. SECURITY: a) This loan shall be secured by a First Deed of Trust, in form acceptable to Lender, on the above-referenced property. b)Lender may require Borrower to execute U.C.C. Financing Statements and provide Lender such other documentation as Lender may require in order to secure Lender for the loan contemplated by this commitment.

11. REPAYMENT PRIVILEGE: The loan may be repaid in whole, but not in part, upon payment of the following repayment premiums:

1st month through the 12th month of the loan term – a repayment premium equal to 0.0% of the loan commitment amount.
13th month through the 24th month of the loan term – a repayment premium equal to 1.0% of the loan commitment amount.
25th month through the 36th month of the loan term – a repayment premium equal to 2.0% of the loan commitment amount.

37th month through the 48th month of the loan term – a repayment premium equal to 2.0% of the loan commitment amount, and thereafter without premium.

12. LATE PAYMENT PENALTY: 5% of the late monthly payment for payments more than Ten (10) days overdue shall be due and payable to Lender

13. ASSIGNMENT OF LEASES: It is required and agreed that each lease relating to the subject property that has been, or that may be, execute by the Borrower shall contain a provision that the rights of the tenant (under the lease agreement) shall be, and are, at all times subject to, and subordinate to, any lien now or hereafter in force and to all advances made, or hereafter to be made, upon the land and the building secured by Lenders's deed of trust. A copy of any such lease shall immediately be presented to Lender for its review.

It is further agreed that the leases and all rents now, or hereafter, applicable to this property shall be assigned to Lender as part of the collateral required to secure this loan.

14. OCCUPANCY OR USE PERMIT: If the subject property is to be occupied for the first time following a change in use or change in construction (either new, refurbished, or remodeled) Lender must furnish, at least 24 hours prior to the scheduled loan closing, a copy of the building shell Certificate of Occupancy (C.O.) or the Non-Residential Use Permit (Non R.U.P.), as applicable.

A final occupancy permit for Borrower's business will be required within 60 days after closing, or loan will be considered in default.

15. TERMITE CERTIFICATE: A termite inspection, per-

formed by a reputable termite extermination company, will not be required as a condition of this loan.

16. NON-ASSIGNABILITY: The deed of trust securing the loan shall contain a provision that upon the Borrower's transfer of the subject property, or transfer of an interest therein, without Lender's advance, written consent, the Lender may treat your loan as thereupon immediately due and payable.

17. TITLE INSURANCE: Title insurance is required, in at least the amount of Lender's loan, written by an insurance company acceptable to Lender. The final title insurance policy must be without exception as to matters of survey, and as to matters of mechanic's and materialmen's liens, and as to any other exception which are unacceptable to Lender. (To provide such title insurance, the title insurance company may require a current or recertified survey to be supplied by the Borrower).
NOTE: Your attorney is advised to review with us the title insurance company desired to be utilized. Several such companies are not on our list of acceptable companies.

18. HAZARD INSURANCE: Lender requires fire and extended coverage insurance. In an amount not less than the full value of the improvements to the real estate to be written by an insurance company acceptable to Lender. In the case of a condominium, a certificate of insurance to the master policy must be provided to Lender, which must be satisfactory to Lender in all respects, including sufficiency, extent of protection and quality. If the master policy does not insure all of the property providing collateral for this loan, an additional policy providing such insurance must be received by Lender's Loan Closing Department four (4) full working days prior to closing.

All policies shall contain a provision that the policies will not be cancelled or materially amended, which term shall include any reduction in the scope or limits of coverage, without at least thirty (30) days prior written notice to the Beneficiary. Not less than thirty (30) days prior to the expiration dates of the expiring policies theretofore furnished, originals of the policies bearing notations evidencing the payment of premiums or accompanied by other evidence satisfactory to Beneficiary of such payment, shall be delivered by Grantor to Beneficiary.

You have the right to freely select the person or organization rendering insurance services (as agent, broker, or underwriter), expect insurance or a guarantee provided by a governmental agency or private mortgage insurance, provide that the Lender does not believe, on reasonable grounds, that the insurance services provided by the person or organization selected by you will afford insufficient protection to the Lender.

19. SECONDARY FINANCING: It is expressly provided that Lender shall have the option to forthwith call its loan in full if secondary financing is placed against the subject property, either now or at any future time, unless such secondary financing is specifically approved in writing by Lender.

Unless secondary financing is otherwise authorized herein, all cash is required above this loan.

20. BORROWER'S AND GUARANTOR'S REPRESENTATIONS: The loan is being made in reliance on statements and representations contained in the Borrower's loan application and in financial statements and other documentation submitted to Lender by Borrower and any guarantors. Borrower represents and warrants to Lender that all such

statements and representations are true in all material respects.

For so long as this loan is outstanding, the Borrower and each guarantor, if any, may be required to provide to Lender, at least once annually, a current financial statement. Each statement shall be certified as correct, and shall be dated and signed by the Borrower or guarantor, as applicable.

It is understood and agreed that the property providing collateral for this loan shall be titled in the name (or names) to whom this commitment is issued. Any desired variation from this shall require specific, advance written approval by Lender.

21. TERMINATION OF COMMITMENT: Lender shall have the right to terminate this commitment before loan settlement if Lender believes, in good faith, that a material adverse change has occurred in the condition of the Borrower, the guarantor, or the property.

22. GOVERNING LAW: This commitment and the loan documents shall be governed by the laws of the state in which the property is located.

23. LOAN DOCUMENT FEES: Certain of the loan documents, completed and dated, will be supplied by Lender, and the expense shall be borne by the Borrower. If there are to be any alterations in the loan documents, new documents will be prepared at an additional charge, to be borne by the Borrower.

All expenses of the loan closing shall be borne by the Borrower.

A $300.00 advance toward payment of these costs is due and payable upon acceptance of this commitment.

Borrower shall pay and indemnify Lender against all costs incurred by Lender in making and monitoring the loan (including, without limitation, the Lender's legal, architectural, and appraisal fees), whether or not the loan closes. Borrower shall also pay and indemnify Lender against any loan brokerage commissions.

All loan documents evidencing this loan, including the deed of transfer, must be in form and content acceptable to Lender.

24. SURVIVAL: The terms and conditions of this loan commitment agreement (and any subsequent modification or addition thereto) shall survive the settlement of the loan and the execution of the note and deed of trust and any other loan documents (and any subsequent modification or amendment thereto), and shall not be merged therein.

It is expressly required that this loan settlement shall be conducted under the protection of the Insured Loan Closing Service of the title insurance company which will issue the title policy on this loan, and that a Closing Protection Letter and/or appropriate provision in the title policy shall be directed to and supplied to the Lender.

Upon Lender's receipt of your acceptance and payment of fees, this commitment becomes binding upon the Borrower and the Lender and may not be assigned without Lender's prior written consent.

You may accept this commitment by the execution of the original and return of same to our office by December 1, 1989, together with you check in the amount of Two thou-

sand, six hundred and two dollars and no cents ($2,602.00) and those items, which you are responsible for providing us, listed in Section 24.

Otherwise, without further act on the part of Lender, the Lender shall have no obligation on account hereof. The amount due consists of the origination fee ($2,502.00) and remaining document preparation fee ($100.00).

In order to remain a valid commitment, the loan must be closed prior to December 29, 1989.

All fees already paid, or due and payable upon acceptance of this commitment, are deemed to be fully earned and are not refundable.

Please advise your attorney to contact our closing department at 658-1121 for settlement date.

Very truly yours,

/s/ Ellen O. Fajfar
Real Estate Finance Division

Enclosure: Copy of commitment letter
cc: John M. DeZinno

WE HEREBY ACCEPT THE TERMS AND CONDITIONS OF THIS COMMITMENT:
D.K. & R. Company, Inc.
BY: /s/ David Kissi, President 11/25/89

TAX IDENTIFICATION NUMBER (T.I.N.) to be used for the purpose of reporting to the I.R.S. the interest expense for this loan: Do not leave this space blank. Use only one Social Security Number. If Corporate Tax Identification num-

ber has not yet been issued, please so indicate by writing "NOT YET ISSUED"): 52-1641875

Designated Attorney: Mr. Stuart Hammett
Address: c/o: Knight, Manzi, Brennan, Ostrom & Ham
14440 Old Mill Rd., Upper Marlboro, MD 20772
Phone: 301-952-0100

AS REQUIRED GUARANTORS, WE HEREBY ACCEPT THE TERMS AND CONDITIONS OF THIS COMMITMENT:

/s/ David Kissi 11/25/89
/s/ Edith R. Truvillion

APPENDIX E
(4th Circuit Order Consolidating Cases)

DAVID KISSI, Defendant – Appellant

and

EDITH TRUVILLION KISSI
Defendant

v.

PRAMCO II, LLC
Party in Interest

ORDER

The Court consolidates the above cases for further appellate action.

For the Court – By Direction

/s/ Patricia S. Connor, CLERK

APPENDIX F

(Affidavit Showing DK&R Company Balance Sheet Has Sufficient Income To Pay Pramco's Claims Which Should Be About $282,000)

Amended DK&R's Balance Sheet
As of First Quarter 2003

Assets:		
BB&T Account =	$ 5,000	
Riggs Hill Rent Assigned To R.M. Kremen For Pramco =	59,000	
Muirkirk Rent Assigned and Still Held By R.M. Kremen =	16,000	
DK&R's Customers Trade List =	26,000	
Value of Riggs Hill Real Estate =	650,000	
Forklift =	2,000	
Handjack, ladder & shelves at Unit W =	2,000	
Claim against Bill Smith =	8,500	
Claim against Riggs Hill Condo =	28,000	
Gross Assets =		$796,500
Liabilities:		
HC property taxes due =	10,000	
Condo fees due =	8,000	
Riggs Hill Rent Assigned To Kremen For Pramo =	59,000	
Key Bank Loan =	80,000	
Riggs Hill Unit U Note Paid Off =	0	
Riggs Hill Units V & W note =	202,000	
Gross Liabilities =		$359,000
Net Equity =		437,500
Net worth and Liabilities Approx=		$796,500

Affidavit:

I, David Kissi, t/a DK&R, declare under oath that based on available information this pro forma balance sheet

reflects DK&R's Estate as of 3/03 and that it has net equity and its Riggs Hill tenant's rental income of $3,450 per month is sufficient to repay Pramco claims of about $282,000 or buy out the note.

Separately, a Key Bank Keogh account now caught up in DK&R's Estate isn't cited in the above because the account actually belongs to me and DK&R is merely cited in the account title as my employer only.

/s/ David Kissi, t/a DK&R

Notary:
/s/ Kristi A. Edgerton
P.G. County, Maryland Notary

APPENDIX G

(Edith Truvillion's Claim Against DK&R's Estate)

Affidavit
Establishing Priority or Seniority Claim Over Pramco's $150,000 Combined Investments in DK&R's Notes. Our priority claim allows us to take adverse possession of DK&R's Personal Property which is now ours anyway based on a combined amount of $1,290,000 we have lent to DK&R Estate from 1982-7/2001 guaranteed by the Estate's and our personal property and personal guarantee. This debt has been converted into an investment contingent upon reaching a mutual and prompt settlement with Pramco.

- In 1991, we paid off Capital Bank loan	$75,000
- In 1998 owners paid off First Union loan	39,000
- Partial listing of cash expenses owners paid for DK&R's gas, postage, repairs	8,000
- Co-owner E. Truvillion's contribution from her regular job calculated at $20K per year x 10 yrs from 1991 – 2001	200,000
- Owners' Bank of America Trust rental income that went to DK&R to buy supplies for resale in Trust wasn't reimbursed	34,000
- Forbearance Agreement from 11/98-6/00 payments by Ammendale Trust for DK&R's mortgage to The Money Store local agent C.L.Wiser	100,000

- D.Kissi's unreimbursed wages at $10/hr x 50 hrs/wk x 50 wks x 20 yrs (1982-current) 500,000

-Co-owner E. Truvillion's unreimbursed wages at $10/hr x 30 hrs/wk x 50 wks x 20 yrs 300,000

- Howard County property taxes, condo fees and insurance from 1996-2001 10,000

- Legal bills to preserve the Estate from 9/00-2001 24,000

Combined Gross Due Owners $ 1,290,000

That I, Edith Truvillion, am over 18 years of age and I have a personal knowledge of this matter because my spouse, David Kissi, and I own 100% of DK&R, a paper distributorship we had founded as a Delaware Corporation and invested our money in about 20 years ago. We have lent a total of $1,290,000 as of 7/2001 when we filed for Receivership. In 3/2001 DK&R became a sole proprietorship when it lost its Delaware charter for non-payment of it franchise tax. Therefore, all of DK&R's personal property, i.e. Riggs Hill and elsewhere are now regarded as the owners, myself and my spouse's personal property pursuant to the Bankruptcy Code.

Signed: /s/ Edith Truvillion, 3/21/03

Notary:
/s/ Kristi A. Edgerton, P.G. County, MD

APPENDIX H

(Letter From Kissi/Truvillion's Criminal Attorney Paul Kramer's Letter to Special Prosecutor Christopher Mead Regarding Emil Hirsch's Perjury)

Paul R. Kramer, P.A.
Attorney At Law
Admitted Maryland and D.C.

Jefferson Building
101 North Charles St., # 700
Baltimore, MD 21201
Tel: 410-727-5531
Fax: 410-727-2186

Christopher B. Mead, Esquire
London & Mead
1225 19 St., NW
Washington, DC 20036

Re: United States v. David Kissi and Edith Truvillion Kissi
Criminal No.: 03-CR-473 (PJM)

Dear Mr. Mead:

I am enclosing, for your information, correspondence between Joseph Bruce (on of the attorneys representing the Kissis in the civil aspects of this case) and Emil Hirsch. What is shocking to me is that what the Kissis have been telling me has turned out to be true. That is, there was a lien placed on their property which was dismissed by the Court over a year ago, but has yet to be removed by Pramco

and their attorneys. I believe this may be what prompted Mr. Kissi to file an objection to that lien in Prince George's County (subject of the so-called second set of contempt charges). This further explains Mr. Kissi's and Mrs. Truvillion's frustration and supports their argument that Pramco had repeatedly acted in bad faith and taken advantage of this situation.

I bring this to your attention to explain why Mr. Kissi has tried so hard apparently (at times) against Court Order, to protect what he believed was being taken from him unlawfully.

I would like to discuss postponing the June 22, 2004, sentencing. That date was set in expectation that the entire loan would be paid off by that time. The settlement date has now been moved to July, 2004. In addition, Mr. Kissi's psychiatrist would like to testify on his behalf and he will not be available on that date. I believe the psychiatrists testimony will help to explain Mr. Kissi's behavior to the Court. Accordingly, I ask you to agree to a short postponement for the above reasons.

Please contact me upon review of these letters.

Very truly yours,
/s/ Paul R. Kramer

PRK/erc Enclosures:

APPENDIX I

(Letter from U.S. Clerk Felicia Cannon re: James Ryan's Lack of Standing To Appear On Behalf of Pramco)

October 11, 2005

James P. Ryan
O'Connor & Hannan, LLP
1666 K Street, NW, Ste 500
Washington, DC 20006

RE: Kissi, et al vs. Hirsch, et al
PJM-05-2781

Dear Counsel:

The above-captioned case has been removed from the Circuit Court for Prince George's County, Maryland and assigned the case number above. This case [X] is [ ] is not subject to this Court's electronic filing requirements and procedures. Our records show that:

[X] You are not a member in good standing of our bar. Your appearance has not been entered in this case and the Court will not send you copies of orders and other documents. Within ten (10) days from the date of this letter you must notify the chambers of the presiding judge whether you will be seeking admission or if another attorney will be entering an appearance. For information on how to become a member of our bar or to appear pro hac vice, please visit our web site at www.mdd.uscourts.gov. If you were previously a member and have a question about your status you may contact one of our attorney admission specialists Catherine Scaffidi at (301) 344-3220 or Tina Stavrou at (410) 962-3552. Once you have been admitted, you should regis-

ter to use CM/ECF.

[ ] You are not a registered CM/ECF user. To register, go to the Court's web site: www.mdd.uscourts.gov and fill in the on-line registration form. Information about electronic filing procedures and requirements is available on the web site. Please note that if this case is subject to electronic filing, any documents submitted for filing in paper format may be returned to you. The Court does not mail paper copies of orders and other documents which are filed electronically.

Sincerely yours,

/s/ Felicia C. Cannon, Clerk

cc: All counsel/parties

APPENDIX J
(Affidavit Confirming Money Store Loans Are Current)

U.S. District Court
District Court of Maryland

Pramco II, LLC,	Plaintiff	: Case # PJM 02CV43
		: Case # PJM 02-42
v.		: Case # WMN 2002-44
David Kissi &		:
Edith Truvillion Kissi		:
	Defendants	:

Affidavit Confirming DK&R's Money Store/Pramco Loans Are Current

I, Edith Truvillion Kissi, am over 18 years of age. I do have a personal knowledge of the mortgages in dispute because I had personally guaranteed them on behalf of our Estate, DK&R, the Borrower.

However, contrary to the Plaintiff's assertion, those notes were not in default in 8/00 when C. Lawrence Wiser initiated foreclosure. He simply refused to accept our June and July 2000 payments of $6,000 (see Appendices A & B). But ironically, since we had always 'jumped ahead' or prepaid the principal by $100 per month from 1998 – 2000, our notes were current when Wiser initiated foreclosure. See Appendix C for a transcript of the Lender's own record of prepayments. Thus, the Plaintiff doesn't deny these prepayments in all its court submissions so far. Separately, the

Plaintiff's acceptance of our tenant's rental income every month is an admission that said mortgages are now current. See Appendix D.

Respectfully Submitted by: /s/ Edith Truvillion Kissi

Certificate of Service

That on this 21st day of March 2002, we did send by first class mail a copy of this Affidavit to the attorney for Plaintiff, Emil Hirsch at O'Connor and Hannan, L.L.P. 1666 K St, NW, Washington DC 20006.

/s/ Edith Truvillion Kissi

NOTARIZED

APPENDIX K

(Judge Peter J. Messittes Preliminary Injunction)

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
(Southern Division)

PRAMCO II, LLC	Plaintiff	:
		:
v.		: Case # PJM03CV2241
		:
DAVID KISSI, et al	Defendants:	
		:

PRELIMINARY INJUNCTION

Upon consideration of the Motion for Temporary Restraining Order and Preliminary Injunction filed by the Plaintiff Pramco II, LLC ("Pramco"), which seeks, inter alia, the entry of a Temporary Restraining Order against Defendants David Kissi ("Kissi") and Edith Truvillion Kissi ("Truvillion") (collectively "Defendants") (i) prohibiting Defendants and their agents or individuals acting in concert with them from filing any pleadings, actions, proceedings without seeking leave of this Court and (ii) prohibiting Kissi, Truvillion and their agents or individuals acting in concert with them for the continuation or institution of any actions or proceedings in state court or in any federal court which constitute a collateral attack on any order or judgment of this Court, and the evidence presented by Pramco in

support of the said Motion in the form of the verified Complaint, the exhibits attached thereto and the exhibits attached to the Plaintiff's Memorandum of Points and Authorities thereto filed in support of the said Motion: the testimony and documents introduced into evidence by the parties at the August 21, 2003 hearing on the Plaintiff's Motion For Preliminary Injunction and for the reasons stated in this Court's ruling from the bench on August 21, 2003 following the evidentiary hearing on the Motion For Preliminary Injunction and it appearing to the Court that immediate, substantial and irreparable harm will result to Plaintiff if the relief requested in the Motion For Preliminary Injunction ("PI Motion") is not granted; that Plaintiff has demonstrated likelihood of success on the merits of Count I of the verified Complaint, that the balance of harm tips in Plaintiff's favor and that the public interest favors the granting of the PI Motion; it is this 10 day of October, 2003 for the reasons stated on the record

ORDERED, that Plaintiff's Motion for Preliminary Injunction is GRANTED in part and DENIED in part; and it is further

ORDERED, pursuant to Federal Rule of Civil Procedure 65, that Defendants are hereby PRELLIMINARILY ENJOINED and restrained as follows, until such time as a final and nonappealable judgment is entered in this action, as fol-

lows:

A. Defendants, their agents and any persons acting in concert with them are enjoined and restrained from continuing or instituting any actions or proceedings in any state court or in any United States court which constitutes a collateral attack on any order or judgment of this Court, which is currently the subject of three (3) pending direct appeals by the Defendants to the United States Court of Appeals for the Fourth Circuit specifically Nos. 03-1862, 03-1863, 03-1864 and 03-1980 ("the Direct Appeals") including any attempt to relitigate, reopen, reconsider, vacate or in any manner challenge or undermine the validity of any such order or judgment of this Court. The Defendants are permitted, however, to proceed with the Direct Appeals.

B. Defendants and any persons acting in concert with them are enjoined and restrained form continuing any action set forth in Court Exhibit A hereto, entitled "List of David Kissi Cases," and from maintaining any legal action against any individuals or entity named therein without prior leave of this Court, or, without prior leave of this Court, against any other individual or entity in any way connected with the current PRAMCO litigation, including any bankruptcy proceedings related thereto: and it is further

ORDERED that this Court shall retain jurisdiction to enforce the terms of this Preliminary Injunction including by means of contempt proceedings; and it is further

ORDERED, that the Fifty Thousand Dollars ($50,000.00) surety bond posted by Pramco pursuant to the Temporary Retraining Order entered by this Court on August 4, 2003 shall remain in place of the duration of this action and until further order of this Court; and it is further ORDERED that in all other respects Plaintiff's Motion for Preliminary Injunction is DENIED without prejudice.

/s/ Peter J. Messitte,
Unites States District Judge

Copies to:
Emil Hirsch
O'Connor & Hannan, LLP
1666 K Street, NW, Suite 500
Washington, DC 20006

David Kissi
Edith Truvillion Kissi
4305 Ammendale Road
Beltsville, MD 20705

APPENDIX L

(Order of Judge Derby Moving The Case Back To The Bankruptcy Court)

In The U.S. Bankruptcy Court
For the District of Maryland
At Baltimore

David Kissi	:	Case #: 03-53790 SD
Debtor(s)	:	Chapter 13
Pramco/Midwest Servicing II		
Plaintiff(s)	:	
	:	
v.	:	Adversary No.
	:	03-5-159SD
Edith R. Truvillion	:	
Defendant(s)	:	

Order Upon Notice of Removal To Bankruptcy Court

The above-captioned adversary proceeding has been removed to this Court by filing of a Notice of Removal pursuant to Federal Bankruptcy Rule 9027.

IT IS HERBY ORDERED, that the party has filed the Notice of Removal shall, within twenty(20) days of the date hereof, file with the Clerk copies of the docket entries and all papers filed in the court from which this case was removed. Unless reasonable objection to the record is made, this Court shall presume that copies filed are true copies of the original papers.

IT IS FURTHER ORDERED, that all parties shall refer to and follow Federal Bankruptcy Rule 9027 in their conduct of these proceedings, unless otherwise ordered.

The Court shall conduct a status conference of May 6, 2003, at 2:00 PM, in Courtroom 9-C, U.S. Courthouse, 101 W. Lombard St., Baltimore, Maryland 21201. Counsel shall be present.

The party filing the Notice of Removal shall mail a copy of this Order to all parties to this adversary proceeding and to their attorneys, if any.

Signed: /s/ E. Stephen Derby
U.S. Bankruptcy Judge
For the District of Maryland

Entered: March 31, 2003

cc: All Parties – Pramco/Midwest Servicing II;
Edith R. Truvillion; All Counsel – Pro Se

APPENDIX M
(Satisfaction of Pramco's Judgments)

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
(Southern Division)

PRAMCO II, LLC, Plaintiff	:	
	:	
v.	:	Civil Action #: PJM 02-44
	:	
DAVID KISSI, et al	:	
Defendants	:	
	:	

SATISFACTION OF JUDGMENT

WHEREAS, a judgment was entered in the above action on the 29th day of May, 2003 in favor of Plaintiff, Pramco II, LLC and against Defendants, David Kissi and Edith Truvillion Kissi, in the amount of $184,999.17 plus interest from the 25th day of February, 2003, and said judgment with interest thereon having been fully paid, and it is certified that there are no outstanding executions with any Sheriff or Marshall,

THEREFORE, full and complete satisfaction of said judgment is hereby acknowledged, and the Clerk of the Court is hereby authorized and directed to make an entry of the full and complete satisfaction on the docket of said judgment.

Dated December 20th, 2005

Respectfully Submitted by:

/s/ Emil Hirsch
Federal Bar No.: 557
O'Connor & Hannan, LLP
1666 K Street, NW, Suite 500
Washington. D.C. 20005
Phone (202) 887-1446
Attorney for Pramco II, LLC

APPENDIX M (con't)
(Satisfaction of Pramco's Judgments)

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
(Southern Division)

PRAMCO II, LLC, Plaintiff :
:
v. : Civil Action #: PJM 02-042
:
DAVID KISSI, et al :
Defendants :
:

SATISFACTION OF JUDGMENT

WHEREAS, a judgment was entered in the above action on the 29th day of May, 2003 in favor of Plaintiff, Pramco II, LLC and against Defendants, David Kissi and Edith Truvillion Kissi, in the amount of $328,279.55 plus interest from the 25th day of February, 2003, and said judgment with interest thereon having been fully paid, and it is certified that there are no outstanding executions with any Sheriff or Marshall,

THEREFORE, full and complete satisfaction of said judgment is hereby acknowledged, and the Clerk of the

Court is hereby authorized and directed to make an entry of

the full and complete satisfaction on the docket of said judgment.

Dated December 20th, 2005

Respectfully Submitted by:

/s/ Emil Hirsch
Federal Bar No.: 557
O'Connor & Hannan, LLP
1666 K Street, NW, Suite 500
Washington, D.C. 20005
Phone (202) 887-1446
Attorney for Pramco II, LLC

APPENDIX N
(U.S. District Court's Final Judgments)

Pramco II, LLC	:	
Plaintiff	:	
v.	:	Civil No. PJM 02-42
	:	
David Kissi, et al	:	
Defendants	:	

Final Order of Judgment

On February 24, 2003, the Court held a hearing on Plaint Pramo II, LLC's Second Motion of Summary Judgment [Paper No.55] and orally indicated that it would grant the motion in favor of Plaintiff and against Defendants David Kissi and Edith Truvillion Kissi. On March 21, 2003, the Court entered a Final Order of Judgment in favor of Plaintiff and against Defendant Edith Truvillion Kissi. Before the Court could enter judgment against David Kissi, however, he filed a Chapter 13 Bankruptcy proceeding. On May 21, 2003, the United States Bankruptcy Court for the District of Maryland, sua sponte, lifted the automatic stay that accompanied the filing to permit the entry of summary judgment against David Kissi. Accordingly, it is, for the reasons stated on the record during the February 24, 2003 hearing, this 29th day of May, 2003,

ORDERED:

1) Plaintiff's Second Motion for Summary Judgment [Paper No. 55] **IS GRANTED**;

2) Final Judgment entered in favor of Pramco II and against Defendant Edith Truvillion **IS REVISED** pursuant to Federal Rule of Civil Procedure 54(b) as noted below;

3) Final Judgment **IS ENTERED** in favor of Plaintiff Pramco II, LLC against Defendants David Kissi and Edith Truvillion Kissi, jointly and severally, in the sum of $328,279.55 with prejudgment interest to accrue at the per diem rate of $68.64, dating from February 25, 2003, through the date of entry of this judgment and thereafter, plus the costs of this action.

/s/ Peter J. Messitte
U.S. District Judge

APPENDIX N (con't)
(U.S. District Court's Final Judgments)

Pramco II, LLC	:	
Plaintiff	:	
v.	:	Civil No. PJM 02-43
	:	
David Kissi, et al	:	
Defendants	:	

Final Order of Judgment

On February 24, 2003, the Court held a hearing on Plaint Pramo II, LLC's Second Motion of Summary Judgment [Paper No.17] and orally indicated that it would grant the motion in favor of Plaintiff and against Defendants David Kissi and Edith Truvillion Kissi. On March 21, 2003, the Court entered a Final Order of Judgment in favor of Plaintiff and against Defendant Edith Truvillion Kissi. Before the Court could enter judgment against David Kissi, however, he filed a Chapter 13 Bankruptcy proceeding. On May 21, 2003, the United States Bankruptcy Court for the District of Maryland, sua sponte, lifted the automatic stay that accompanied the filing to permit the entry of summary judgment against David Kissi. Accordingly, it is, for the reasons stated on the record during the February 24, 2003 hearing, this 29th day of May, 2003,

ORDERED:

1) Plaintiff's Second Motion for Summary Judgment [Paper No. 17] **IS GRANTED**;

2) Final Judgment entered in favor of Pramco II and against Defendant Edith Truvillion **IS REVISED** pursuant to Federal Rule of Civil Procedure 54(b) as noted below;

3) Final Judgment **IS ENTERED** in favor of Plaintiff Pramco II, LLC against Defendants David Kissi and Edith Truvillion Kissi, jointly and severally, for principal due and owing in the sum of $128,586.12, accrued and unpaid interest through November 25,2002, in the sum of $35,252.48, accrued and unpaid interest from November 26, 2002, through February 24,2003, in the sum of $3,409.49, plus attorney's fees in the sum of $25,087.21 for a total of $192,335.50, with prejudgment interest to accrue at the per diem rate of $37.5 dating from February 25, 2003, through the date of entry of this final judgment and thereafter, plus the costs of this action.

/s/ Peter J. Messitte
U.S. District Judge

APPENDIX N (con't)
(U.S. District Court's Final Judgments)

Pramco II, LLC	:	
Plaintiff	:	
v.	:	Civil No. PJM 02-44
	:	
David Kissi, et al	:	
Defendants	:	

Final Order of Judgment

On February 24, 2003, the Court held a hearing on Plaint Pramo II, LLC's Second Motion of Summary Judgment [Paper No.38] and orally indicated that it would grant the motion in favor of Plaintiff and against Defendants David Kissi and Edith Truvillion Kissi. On March 21, 2003, the Court entered a Final Order of Judgment in favor of Plaintiff and against Defendant Edith Truvillion Kissi. Before the Court could enter judgment against David Kissi, however, he filed a Chapter 13 Bankruptcy proceeding. On May 21, 2003, the United States Bankruptcy Court for the District of Maryland, sua sponte, lifted the automatic stay that accompanied the filing to permit the entry of summary judgment against David Kissi. Accordingly, it is, for the reasons stated on the record during the February 24, 2003 hearing, this 29th day of May, 2003,

ORDERED:

1) Plaintiff's Second Motion for Summary Judgment [Paper No. 38] **IS GRANTED**;

2) Final Judgment entered in favor of Pramco II and against Defendant Edith Truvillion **IS REVISED** pursuant to Federal Rule of Civil Procedure 54(b) as noted below;

3) Final Judgment **IS ENTERED** in favor of Plaintiff Pramco II, LLC against Defendants David Kissi and Edith Truvillion Kissi, jointly and severally, in the sums of $92,857.12 for unpaid principal, accrued and unpaid interest of $63,607.24 through February 24, 2003, late fees of $4,404.84, attorney's fees of $24,130.33 for a total of $184,999.17, plus prejudgment interest to accrue at the per diem rate of $29.01, dating from February 25, 2003, through the date of entry of final judgment and thereafter, plus the costs of this action.

/s/ Peter J. Messitte
U.S. District Judge

APPENDIX N (con't)
(U.S. District Court's Final Judgments)

In The United States District Court
For The District Of Maryland

Pramco II, LLC	:	
Plaintiff	:	
v.	:	Civil No. PJM 02-42
	:	
David Kissi, et al.	:	
Defendants:		

ORDER

The parties in this action have filed numerous motions before this Court. The Court having considered the various motions and having determined to enter final judgment in favor of Plaintiff Pramco II, LLC and against Defendants David Kissi and Edith Truvillion Kissi, it is this 29th day of May, 2003,

ORDERED:

1) Defendant David Kissi's Motion for Reconsideration to Transfer Pramco's Claims to Judge Derby's Courtroom or Alternatively for a Full Trial [Paper No.87] IS **DENIED;**

2) Defendants David Kissi's and Edith Truvillion Kissi's Post-Judgment Motion for Reconsideration [Paper No. 90] **IS DENIED;**

3) Plaintiff's Motion for Entry of Judgment [Paper No. 92]

IS DEEMED MOOT;

4) Defendant's Edith Truvillion Kissi's "Motion" to have case transferred to the United States Bankruptcy Court for the District of Maryland [Paper No. 100] **IS DENIED;**

5) Defendant David Kissi's Motion to Reconsider Order Barring Him From Filing Briefs Pro Se [Paper No. 103] **IS GRANTED** inasmuch as the Court has approved Mark Epstein, Esq's withdrawal as his counsel;

6) Defendant Edith Truvillion Kissi's Motion to Transfer Case to the United States Bankruptcy Court for the District of Maryland [Paper No. 104] **IS DENIED;**

7) Defendant Edith Truvillion Kissis' Motion To Reconsider Dismissal of Flawed Confessed Judgments [Paper No. 105] **IS DENIED**;

8) Defendant David Kissi's Motion for Recusal [Paper No. 106] **IS DENIED**;

9) Defendant Edith Truvillion Kissi's Motion to Reconsider Barring Her From Proceeding Pro Se [Paper No. 107] **IS GRANTED** inasmuch as the Court has approved Mark Epstein, Esq's withdrawal as her counsel;

10) Defendant Edith Truvillion Kissi' Request for a Hearing Regarding Recusal [Paper No. 108] **IS DENIED;**

11) Defendant Edith Truvillion Kissi's Motion Request for a Hearing Regarding Motion To Reconsider Dismissal of

Flawed Confessed Judgments [Paper No. 109] **IS DENIED;**

12) Defendant Edith Truvillion Kissi's Motion for Reconsideration Barring Her From Proceeding Pro Se [Paper No. 110] **IS DEEMED MOOT;**

13) Defendant Edith Truvillion Kissi's Motion Requesting a Hearing on Our Motion For Reconsideration to Proceed Pro Se in the Confessed Judgment Proceedings [Paper No. 111] **IS DENIED;**

14) Defendant Edith Truvillion Kissi's Motion For Reconsideration for Relief From Judgments [Paper No. 115-1] **IS DENIED;**

15) Defendant Edith Truvillion Kissi's Motion for New Trial [Paper No. 115-2] **IS DENIED;** and

16) Defendant Edith Truvillion Kissi's Stay On Motion for a New Trial Pursuant to Federal Rule 62(b) and for a Jury Trial [Paper No. 116] **IS DENIED.**

/s/ Peter J. Messitte
U.S. District Judge

APPENDIX N (con't)
(U.S. District Court's Final Judgments)

In The United States District Court
For The District Of Maryland

Pramco II, LLC	:	
Plaintiff	:	
v.	:	Civil No. PJM 02-43
	:	
David Kissi, et al.	:	
Defendants:		

ORDER

The parties in this action have filed numerous motions before this Court. The Court having considered the various motions and having determined to enter final judgment in favor of Plaintiff Pramco II, LLC and against Defendants David Kissi and Edith Truvillion Kissi, it is this 29th day of May, 2003,

ORDERED:

1) Defendant David Kissi's Motion for Reconsideration to Transfer Pramco's Claims to Judge Derby's Courtroom or Alternatively for a Full Trial [Paper No.48] **IS DENIED;**

2) Defendants David Kissi's and Edith Truvillion Kissi's Post-Judgment Motion for Reconsideration [Paper No. 51] **IS DENIED;**

3) Plaintiff's Motion for Entry of Judgment [Paper No. 53]

IS DEEMED MOOT;

4) Defendant's Edith Truvillion Kissi's "Motion" to have case transferred to the United States Bankruptcy Court for the District of Maryland [Paper No. 61 **IS DENIED;**

5) Defendant David Kissi's Motion to Reconsider Order Barring Him From Filing Briefs Pro Se [Paper No. _] **IS GRANTED** inasmuch as the Court has approved Mark Epstein, Esq's withdrawal as his counsel;

6) Defendant Edith Truvillion Kissi's Motion to Transfer Case to the United States Bankruptcy Court for the District of Maryland [Paper No. ___] **IS DENIED;**

7) Defendant Edith Truvillion Kissi's Motion To Reconsider Dismissal of Flawed Confessed Judgments [Paper No. ___] **IS DENIED**;

8) Defendant David Kissi's Motion for Recusal [Paper No. ___] **IS DENIED**;

9) Defendant Edith Truvillion Kissi's Motion to Reconsider Barring Her From Proceeding Pro Se [Paper No. ___] **IS GRANTED** inasmuch as the Court has approved Mark Epstein, Esq's withdrawal as her counsel;

10) Defendant Edith Truvillion Kissi's Request for a Hearing Regarding Recusal [Paper No. ___] **IS DENIED;**

11) Defendant Edith Truvillion Kissi's Motion Request for a Hearing Regarding Motion To Reconsider Dismissal of

Flawed Confessed Judgments [Paper No. ___] **IS DENIED;**

12) Defendant Edith Truvillion Kissi's Motion for Reconsideration Barring Her From Proceeding Pro Se [Paper No. ___] **IS DEEMED MOOT;**

13) Defendant Edith Truvillion Kissi's Motion Requesting a Hearing on Our Motion For Reconsideration to Proceed Pro Se in the Confessed Judgment Proceedings [Paper No. ___] **IS DENIED;**

14) Defendant Edith Truvillion Kissi's Motion For Reconsideration for Relief From Judgments [Paper No. ___] **IS DENIED;**

16) Defendant Edith Truvillion Kissi's Motion for New Trial [Paper No. 95-2] **IS DENIED;**

17) Defendant Edith Truvillion Kissi's Stay On Motion for a New Trial Pursuant to Federal Rule 62(b) and for a Jury Trial [Paper No. 96] **IS DENIED;**

18) Defendant David Kissi's Motion to Dismiss Flawed Confessed Judgment [Paper No. 97] **IS DENIED;**

19) Defendant Edith Truvillion Kissi's Amended Motion to Reconsideration for Relief form Judgment [Paper No. 98-1] **IS DENIED;** and

20) Defendant Edith Truvillion Kissi's Amended Motion for a New Trial [Paper No. 98-2] **IS DENIED.**

/s/ Peter J. Messitte
U.S. District Judge

APPENDIX N (con't)
(U.S. District Court's Final Judgments)

In The United States District Court
For The District Of Maryland

Pramco II, LLC :
Plaintiff :
v. : Civil No. PJM 02-44
:
David Kissi, et al. :
Defendants:

ORDER

The parties in this action have filed numerous motions before this Court. The Court having considered the various motions and having determined to enter final judgment in favor of Plaintiff Pramco II, LLC and against Defendants David Kissi and Edith Truvillion Kissi, it is this 29th day of May, 2003,

ORDERED:

1) Defendant David Kissi and Edith Truvillion Kissi's Request to Appoint A Special Master [Paper No. 42] **IS DENIED;**

2) Defendant David Kissi's Motion for Reconsideration to Transfer Pramco's Claims to Judge Derby's Courtroom or Alternatively for a Full Trial [Paper No.67] **IS DENIED;**

3) Defendants David Kissi's and Edith Truvillion Kissi's Post-Judgment Motion for Reconsideration [Paper No. 70] **IS DENIED;**

4) Plaintiff's Motion for Entry of Judgment [Paper No. 72] **IS DEEMED MOOT;**

5) Defendant's Edith Truvillion Kissi's "Motion" to have case transferred to the United States Bankruptcy Court for the District of Maryland [Paper No. 81 **IS DENIED;**

6) Defendant David Kissi's Motion to Reconsider Order Barring Him From Filing Briefs Pro Se [Paper No. 83] **IS GRANTED** inasmuch as the Court has approved Mark Epstein, Esq's withdrawal as his counsel;

7) Defendant Edith Truvillion Kissi's Motion to Transfer Case to the United States Bankruptcy Court for the District of Maryland [Paper No. 84] **IS DENIED;**

8) Defendant Edith Truvillion Kissi's Motion To Reconsider Dismissal of Flawed Confessed Judgments [Paper No. 85] **IS DENIED**;

9) Defendant David Kissi's Motion for Recusal [Paper No. 86] **IS DENIED**;

10) Defendant Edith Truvillion Kissi's Motion to Reconsider Barring Her From Proceeding Pro Se [Paper No. 87] **IS GRANTED** inasmuch as the Court has approved Mark Epstein, Esq's withdrawal as her counsel;

11) Defendant Edith Truvillion Kissi's Request for a Hearing Regarding Recusal [Paper No. 88] **IS DENIED;**

12) Defendant Edith Truvillion Kissi's Motion Request for

a Hearing Regarding Motion To Reconsider Dismissal of Flawed Confessed Judgments [Paper No. 89] **IS DENIED;**

13) Defendant Edith Truvillion Kissi's Motion for Reconsideration Barring Her From Proceeding Pro Se [Paper No. 90 **IS DEEMED MOOT;**

14) Defendant Edith Truvillion Kissi's Motion Requesting a Hearing on Our Motion For Reconsideration to Proceed Pro Se in the Confessed Judgment Proceedings [Paper No. 91] **IS DENIED;**

15) Defendant Edith Truvillion Kissi's Motion For Reconsideration for Relief From Judgments [Paper No.95-1] **IS DENIED;**

16) Defendant Edith Truvillion Kissi's Motion for New Trial [Paper No. 95-2] **IS DENIED;**

17) Defendant Edith Truvillion Kissi's Stay On Motion for a New Trial Pursuant to Federal Rule 62(b) and for a Jury Trial [Paper No. 96] **IS DENIED;**

18) Defendant David Kissi's Motion to Dismiss Flawed Confessed Judgment [Paper No. 97] **IS DENIED;**

19) Defendant Edith Truvillion Kissi's Amended Motion to Reconsideration for Relief form Judgment [Paper No. 98-1] **IS DENIED;** and

20) Defendant Edith Truvillion Kissi's Amended Motion for a New Trial [Paper No. 98-2] **IS DENIED.**

/s/ Peter J. Messitte

APPENDIX N (con't)
(U. S. District Court's Final Judgments)

Pramco II, LLC	:	
Plaintiff	:	
v.	:	Civil No. PJM 02-42
	:	
David Kissi, et al	:	
Defendants	:	

Final Order of Judgment

On February 24, 2003, the Court held a hearing on Plaint Pramo II, LLC's Second Motion of Summary Judgment [Paper No.55] and orally indicated that it would grant the motion in favor of Plaintiff and against Defendants David Kissi and Edith Truvillion Kissi. On March 21, 2003, the Court entered a Final Order of Judgment in favor of Plaintiff and against Defendant Edith Truvillion Kissi. Before the Court could enter judgment against David Kissi, however, he filed a Chapter 13 Bankruptcy proceeding. On May 21, 2003, the United States Bankruptcy Court for the District of Maryland, sua sponte, lifted the automatic stay that accompanied the filing to permit the entry of summary judgment against David Kissi. Accordingly, it is, for the reasons stated on the record during the February 24, 2003 hearing, this 29th day of May, 2003,

ORDERED:

1) Plaintiff's Second Motion for Summary Judgment [Paper No. 55] **IS GRANTED**;

2) Final Judgment entered in favor of Pramco II and against Defendant Edith Truvillion **IS REVISED** pursuant to Federal Rule of Civil Procedure 54(b) as noted below;

3) Final Judgment **IS ENTERED** in favor of Plaintiff Pramco II, LLC against Defendants David Kissi and Edith Truvillion Kissi, jointly and severally, in the sum of $328,279.55 with prejudgment interest to accrue at the per diem rate of $68.64, dating from February 25, 2003, through the date of entry of this judgment and thereafter, plus the costs of this action.

/s/ Peter J. Messitte
U.S. District Judge

APPENDIX O
(Order of Judge Messitte Busting Ammendale Trust)

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

PRAMCO II, LLC	Plaintiff	:
		:
v.		: Civil # PJM 03-2241
		:
DAVID KISSI and EDITH TRUVILLION KISSI		:
	Defendants	:

ORDER

The Court held a hearing and made rulings with regard to pending motions of the parties. Accordingly, it is for the reasons stated on the record, this 25th day of October, 2004 ORDERED:

1) The Court takes under advisement Plaintiff's Motion for Partial Summary Judgment on Count IV of the Amended Complaint (Paper No. 138); Edith Truvillion's Motion to Dismiss Count IV of the Amended Complaint (Paper No. 145); and David Kissi's Motion to Dismiss Count IV of the Amended Complaint (Paper No. 155);

2) The Court considers the Receiver's Third and Final Report to the Court (Paper No. 165) and David Kissi's Objections thereto (Paper No. 176) and makes the following awards in connection therewith, said sums being payable by

the Clerk out of funds in the Registry of Court

a) Robert E. Greenberg, Esquire, is awarded Ten Thousand Two Hundred and Fifty Dollars ($10,250) for his services as Receiver in these proceedings:

b) Pramco, II, LLC, care of Emil Hirsch, Esquire, is awarded Seven Hundred and Fourteen Dollars ($714) toward outstanding judgments against Defendants in this case;

c) The Clerk shall continue to retain Five Thousand Dollars ($5,000) in the Registry of Court to be applied to said courts as may be taxed by the U.S. Court of Appeals for the Fourth Circuit in connection with appeals taken by Defendants;

d) Any funds in the Registry of Court over and above the above-indicated amounts shall be paid to Paul R. Kramer, Esquire, for the benefit of Defendants David Kissi and Edith Truvillion Kissi;

3) The Court will ENTER a permanent injunction in these proceedings against Defendants in the form of the preliminary injunction presently in place in these proceedings, allowing for the elimination of clauses pertaining to matters no longer operative;

4) Mr. Hirsch for Plaintiff Pramco shall take appropriate action to remove lien and wage garnishments against Defendants.

/s/ PETER J. MESSITTE,
UNITED STATES DISTRICT JUDGE

APPENDIX P
(Order Granting Emergency Motion of Trustee Kremen)

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

PRAMCO II, LLC	Plaintiff :	
	:	
v.	:	Case # 03-cv-2241-PJM
	:	
DAVID KISSI, et al	:	
	Defendants :	

ORDER GRANTING EMERGENCY MOTION OF CHAPTER 7 TRUSTEE TO PAY FUNDS INTO COURT REGISTRY

Upon consideration of the Emergency Motion to Pay Funds Into Court Registry (the "Motion") filed by Richard M. Kremen, Chapter 7 trustee for the bankruptcy estate of DK&R Company (the "Trustee"), and it appearing that sufficient grounds exist to grant the relief sought in the Motion, it is, by the United States District Court for the District of Maryland,

ORDERED, that the Trustee is authorized to pay $263,530.48 into this Court's registry.

Dated: (no date)

Peter J. Messitte (unsigned)
United States District Judge

cc: Richard M. Kremen, Esquire
Maria Ellena Chavez-Ruark, Esquire
Piper Rudnick LLP
6225 Smith Avenue
Baltimore, Maryland 21209-3600

Mark Neal, Esquire
Office of the United States Trustee
300 West Pratt Street, Suite 350
Baltimore, Maryland 21201

APPENDIX Q
(Memorandum Order from Judge Peter J. Messitte)

UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND

PETER J. MESSITTE
UNITED STATES DISTRICT JUDGE

6500 CHERRYWOOD LANE
GREENBELT, MARYLAND 20770
301-344-0632

MEMORANDUM

TO: David Kissi
Edith Truvillion Kissi
Emil Hirsch, Esquire
Clerk of the Court

FROM: Judge Peter J. Messitte

RE: Pramco II, LLC v. Kissi, et al.,
Civil No. PJM 03-2241
CM-ECF Exempt

DATE: August 11, 2005

This Memorandum Order is intended to resolve a number of matters in connection with the captioned litigation:

1) Though the Court is unable to determine whether the Kissis have filed a formal Motion to Disqualify the Court, they have unquestionably stated throughout their pleadings that they are unhappy with the Court's rulings in this case and that they would prefer to have another Judge take the case over. Since Mr. Kissi wishes to appeal the Court's failure to disqualify itself[1], the Court will construe the Kissi's continuous criticism of the Court as a formal Motion to Disqualify the Court. The Motion, then, is DENIED.

2) The Court has reviewed the Kissi's Motion and Affidavit for Permission to Appeal in Forma Pauperis [Paper No. 258]. Due to their combined income and assets, it appears that they do not qualify for waiver of the appeal fee. Their Motion for waiver of the appeal fee is also DENIED.

3) Mr. Kissi has been federally indicted due, in large part, to his conduct in Pramco II, LLC v. Kissi, et al. Civil No. 03-2241-PJM and related civil proceedings. See United States v. David M. Kissi, Criminal Case No. 05-254-AW. Trial in that matter is scheduled for Monday, August, 29, 2005 before Judge Joseph R. Goodwin of the United States District Court for the Southern District of West Virginia. The Kissis have, however, moved for a continuance, seeking to postpone the trial. Sentencing will follow approximately seventy-five (75) days after trial.

Under the circumstances, the Court deems it fair and prudent to suspend activity in the civil cases (except fo the present appeal of the Court's denial of the Motion to Disqualify) pending the outcome of the criminal proceedings.

Accordingly, the Clerk is DIRECTED to ADMINISTRATIVELY CLOSE the captioned case pending further notice of the Court. Upon resolution of United States v. David M. Kissi, Criminal Case No. 05-254-AW, the Court will reopen the civil case to resolve any pending matters.

4) The Court, however, retains jurisdiction to enforce all orders currently in effect. The Kissis are expected to abide by all prior orders in the civil case, which the Court will immediately re-open if enforcement of any of those orders becomes necessary.

Despite the informal nature of this ruling, it shall consti-

tute an Order of Court and the Clerk is directed to docket it accordingly.

/s/ PETER J. MESSITTE
UNITED STATES DISTRICT JUDGE

cc: Judge Joseph Robert Goodwin (S.D.W.Va)

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[1] In their Motion and Affidavit for Permission to Appeal in Forma Pauperis [Paper No. 258], Mr. Kissi writes, "U.S. District Court Judge Messitte should disqualify himself for abuse of discretion repeatedly over time."

APPENDIX R
(Affidavit of Edith Truvillion to Intervene)

U.S. Receivership Court
District of Maryland, Baltimore

DK&R Company Debtor :
: Case # 00-6-1147SD
:

Affidavit
Motion To Intervene In David Kissi and DK&R's Estates As An Interested Party As Permitted By Federal Rule 24(a) (2) and Bankruptcy Rule 7024

I, Edith Truvillion, am a least over 18 years of age and I do have personal knowledge of these Estates because I have lent both Estates money, over a million dollars, for the last 20 years. And I am making the following declarations under oath:

i) That my request is to intervene timely because David Kissi did file a Chapter 13 Repayment Plan in regards to his Riggs Hill mortgages on 3/7/03. Previously, I had co-guaranteed DK&R's Riggs Hill mortgage with the Money Store back in 1993 and somewhere in 3/01 DK&&R because a non-corporate entity when Delaware stripped it of is corporate status. See Exhibit IV, p. 32. So whatever assets DK&R had, has now become the sole proprietorship of David Kissi and I am filing this claim of $1 million which I have voluntarily converted into an investment I have lent to

DK&R and David Kissi for the past 20 years to establish a priority claim over Pramco, whom I understand is the sole creditor of David Kissi and DK&R combined and I intend to us this claim to mutually and promptly settle the Estate's mortgages with Pramco to head off Pramco's confessed judgments now pending before Judge Messitte.

ii) That my interest in the combined Estates is substantial as defined by Federal Rule 24(a)(2) and Bankruptcy Rule 7024. See Kaiser Steele, 998 F.2d 790. For example, beginning from 1982 through current, I contributed towards paying the property taxes, condo fees and insurance on the properties. I paid off DK&R's First Union loan of $39,000 back in 1998. And not only this, but for over 20 years I have lent money to DK&R and my spouse, David Kissi in the form of cash and labor all amounting to about $1,200,000. See Exhibit V, p. 33 for details.

iii) That one key evidence of our substantial interest in DK&R's Estate is our joint guarantee of its Riggs Hill loans now at issue. We had co-guaranteed these loans with the SBA back in 1993 for $250,000 and in 1994 we did same for a $126,000 note and a separate $100,000 Key Bank note. These contingencies and loan guarantees expose me to possible garnishments and attachments and as such I have to enter to protect my interest. See Exhibits I, II, III, pp. 3-31

filing before Judge Messitte.

iv) That our interest will be diminished or harmed if we don't intervene now because Trustee Kremen has substantially mismanaged DK&R's Estate such that we have filed at least two adversary action's against him that are still pending. For example, he is currently trying to sell Riggs Hill Units U, V & W at a miserable unappraised price of $357,000, whereas properties in that neighborhood are selling substantially higher than that. At least our Riggs Hill properties are worth about $650,000. Also, Trustee Kremen is trying to sell Riggs Hill property U when he is not allowed to because we have already paid off that note. See our Affidavit shown here as Exhibit II, p.7. And we are moving this Court to take adversary possession. On the other side Hirsch/Pramco are working overtime in U.S. Judge Messitte's courtroom to secure $750,000 against us personally over the disputed Riggs Hill and Key Bank notes we had co-guaranteed on behalf of DK&R. Now, if Hirsch/Pramco succeeds, those disputed judgments will financially ruin us. This potential pitfall thus justifies that our Motion to intervene be granted now.

v) That our intervention in DK&R's Estate is necessary because we are its creditor whose funds in the Estate have been converted into an investment in order to reach a

prompt and mutual settlement with Pramco, the only creditor. See Affidavit, p. 33, Exhibit V.

Now, since DK&R is no longer a corporation, but a personal proprietorship, we restate that the Chapter 7 Order arbitrarily imposed by Judge Derby on 7/13/03 should now be rescinded and that the Receivership should be merged into David Kissi's personal Repayment Plan filed on 3/7/03 (as amended) to save time and cost to expeditiously settle Pramco's overall claims and protect our interest under the Repayment Plan.

"Request for a Hearing"

I request a hearing pursuant to Maryland Rule 2-311(f) to intervene in this Estate.

Conclusion

That my intervention is to stop Pramco and Kremen from liquidating DK&R and David Kissi's Estates and to seek a mutual settlement or a Repayment Plan to head off Pramco's confessed judgments. See Exhibit VIII, p. 36 and Exhibit IX, p. 37.

Respectfully Submitted by: /s/ Edith Truvillion

Interested Party
Ammendale Living Trust
4305 Ammendale Rd.
Beltsville, MD 20705

Certificate of Service

That on this 21st day of March 2003, I did send copies of this Motion by hand to:

1) Judge E. Stephen Derby, U.S. Receivership Court, Baltimore, MD
2) Judge Messitte, U.S. District Court, Greenbelt, MD
3) Pramco, 1387 Fairport Rd., #750, Fairport, NY 14450
4) U.S. Trustee W. Clarkson McDow, 300 E. Pratt St., #350, Baltimore, MD
5) Trustee R. M. Kremen, 6225 Smith Ave., Baltimore, MD 21209.

/s/ Edith Truvillion

Subscribed and sworn before me a Notary Public for the State of Maryland and the County of Prince George's. My Commission expires October 1, 2006.

Signed by: /s/ Kristi A. Edgerton, Notary Public

APPENDIX S
(Affidavit on Mortgage Statements for DK&R Estate)

U.S. District Court
Greenbelt, Maryland

IN THE MATTER OF	:
DAVID KISSI	:
MONEY STORE/SBA PRAMCO	: Case # 02-CV-42
LOAN CO-GUARANTOR	:

Affidavit on Statement Of The Mortgage
On 10630 Riggs Hill Rd., Annapolis Junction, Maryland – Warehouse Units V & W
Mortgage Principal Amount Outstanding As of 2/03 = $202,042
And Our Accounting Showing Unit U's Note Is Now Paid Off Combined With A Motion To Revise Or Set Aside Confessed Judgments Granted Pramco In Error By U.S. Judge Messitte On 2/21/03 And A Request for a "Hearing" Pursuant to Maryland Rules, 3-533, 3-534 & 2-311(f)

I, David Kissi, am at least 18 years of age and I have a personal knowledge of this case because I personally guaranteed back on March 29, 1993 a $250,000 mortgage note written at 8.25% for 20 years with a monthly mortgage payment of $2,200. That in 7/94, I co-guaranteed a second Money Store note to purchase Riggs Hill Warehouse Unit U at 11% for a principal sum of $130,000. The Money Store was the lender and the SBA was a co-guarantor. See Appendices A & B, pp.3-4. And I am making the following declarations under oath here:

i) That the principal loan balance as of 11/98 prior to the drafting of the Forbearance Agreement was $232,042.88. See Appendix B. C. Lawrence Wiser, the then Money Store's local agent, was the one who drafted the Forbearance Agreement. See Appendix C, p. 5-6. He was the one who unilaterally combined this note with the other Money Store loan for Unit U for the sake of his own bookkeeping convenience. See Appendix D, p. 7. Under this Forbearance Agreement, Wiser failed disclose to us (as Maryland Credit Statute requires) our new interest rate and how our new monthly payment of $3,808 instead of $2,600 was apportioned between the two different notes combined.

ii) That in 6/00 Wiser refused to take our certified checks and proceeded to initiate foreclosure on the grounds that we didn't make our June 2000 mortgage payment on the first of the month as the Forbearance Agreement required. But he was wrong in the sense that the said Forbearance Agreement did run only from 12/98 – 2/28/99 and thereafter our repayments were governed by the terms of the original note which was silent on whether the mortgage was due on the first with a grace period or not. See Appendix A, p.3. And since the original date didn't grant Wiser the power to reject our mortgage payments, Wiser's demand note accelerating our loans was improper. It wasn't even supported by an Af-

fidavit as Maryland requires.

iii) That Wiser then proceeded unilaterally to unbundled the two loans he had combined to draft a Forbearance Agreement as he headed to foreclose. And even though he acknowledged receipt of the $100,000 we had paid from 11/98 through 6/00 plus about $1,800 in combined jump ahead payments. See Appendix F, p. 9 – re: See our Affidavit on the $100,000 paid. However, the principal balances on these two loans show virtually no change from the principal balances the Money Store had provided us prior to the Forbearance Agreement on 12/98. See Appendix B, p. 4 and D, p.7.

iv) That this being the case, to correct the lender's flaw in recalculating our principal and interest after making the said proper adjustments for the said $100,000 plus $1,800 in the jump ahead payments, we are recalculating our current principal balances by applying the said $100,000 plus the $1,800 in 'jump aheads' to pay off the principal balance on Unit U that stood at $126,616.24 on 12/31/98. And if we were to apply about $30,000 in rental income our tenants have been paying to Trustee Kremen for the benefit of Pramco, the note on Unit U is now paid off as of 2/03. See Appendix G, p. 10. And the remaining $30,000 from the same tenant's rental income, when applied on the Riggs Hill

V & W notes will leave it with a principal balance of $202,042 as of today. See Appendix B, p.4.

v) That this Court should reject the worksheet and affidavit accompanying Pramco's claims prepared by Julie Tumia of Pramco on 2/27/03 because it is based on hearsay and her apportionment of our payments she just drafted retroactively on 2/27/03 should be rejected. See Appendices I, p. 12. In fact, Pramco's recalculations based on an assumption of how Wiser might have applied those payments are reconstructions unsupported by the Money Store's internal records Wiser kept on our $100,000+ payments. In sum, since our two Riggs Hill loans were not in default, Wiser should now be cited for misrepresentation and fraud for initiating a bogus foreclosure in 7/00.

Request for a "Hearing"

At least the conflicting claims by both parties show that a genuine dispute exists and this Court should grant a hearing to amend or revise the judgment so that DK&R's Estate can pay Pramco for the exact amount of undisputed debt it's due. See Appendix H, p. 11 for DK&R's ability to settle its Pramco debt.

Conclusion

Given all the above, Pramco's petition for a con-

fessed judgment should be denied because it is premature. And this $202,042 note can easily be handled by DK&R's Estate. And also, as stated, our tenant's rental income of $3,300 is currently assigned to Pramco.

Respectfully Submitted by: /s/ David Kissi 3/7/03

Defendant and Loan Guarantor
1108 W. Pratt Street
Baltimore, MD 21223
301-937-2144

Certificate of Service

That on this 7th day of March 2003, I did send copies of this Affidavit to:

1) Chief Judge Mannes, U.S. Receivership Court, Greenbelt, MD
2) Judge E. Stephen Derby, U.S. Receivership Court, Baltimore, MD
3) Attorney Mark A. Epstein, 900 Reisterstown Rd., Baltimore, MD 21208
4) Attorney Emil Hirsch, 1666 K St., NW # 500, Washington, DC 20006
5) U.S. Trustee W. Clarkson McDow, 300 E Pratt St., #350, Baltimore, MD

/s/ David Kissi

Subscribed and sworn to before me a Notary Public for the State of Maryland and the County of Prince George's. My Commission Expires 6/8/05

Signed by: /s/ Gavin Reginald David, Notary Public

APPENDIX T

(Affidavit on Mortgage Statement for Riggs Hill Warehouse U)

U.S. District Court
Greenbelt, Maryland

IN THE MATTER OF	:
DAVID KISSI	:
MONEY STORE/SBA PRAMCO	: Case # 02-CV-43
LOAN CO-GUARANTOR	:

Affidavit on Statement Of The Mortgage On
10630 Riggs Hill Rd., Annapolis Junction, Maryland –
Warehouse Unit U Mortgage Balance Due as of 2/03 = 0

I, David Kissi, am at least 18 years of age and I have personal knowledge of this case because I personally guaranteed back in July 1994 a $130,000 mortgage note my Estate, DK&R, took from the Money Store/SBA to purchase the above-mentioned property. And I am making the following declarations under oath:

i) That the original note in 1994 was written at $130,000 @ 11% for 20 years. See Appendix A, p.2. And in 11/98 when this note was combined with another Riggs Hill note into a Forbearance Agreement (Appendix F, p.7) the balance outstanding on that date was $126,616.23. See Appendix C, p.4-5.

ii) That if the said $100,000 we paid under the Forbearance

Agreement plus the $1,8000 in jump ahead payments were to be applied against this note, its principal balance that stood at $126,616.23 in 12/98 on the eve of the Forbearance Agreement and if we were to add $30,000 out of the $60,000 rental income Pramco has received through Assignment, then this note is now fully paid off as of today. See Appendix K, p. 11 – Re: Assignment of Rental Income To Pramco. Thus, Maryland permits us to take adverse possession of this property now and we can't wait any longer since Trustee R. M. Kremen now has no basis to sell this property.

Therefore, we are moving to take adverse possession of same because the note is paid off and because we are the ones now paying the property taxes, condo fees and insurance. See Appendices L & M, pp. 12-13 – the records of our partial payments for Howard County property taxes, condo fees and insurance.

Respectfully submitted by /s/David Kissi, Defendant 3/7/03

Loan Guarantor
1108 W. Pratt Street
Baltimore, MD 21223

Certificate of Service

That on this 7th day of March 2003, I did send copies of this Affidavit to:

1) Chief Judge Mannes, U.S. Receivership Court, Green-

belt, MD
2) Judge E. Stephen Derby, U.S. Receivership Court, Baltimore, MD
3) Attorney Mark A. Epstein, 900 Reisterstown Rd., Baltimore, MD 21208
4) Attorney Emil Hirsch, 1666 K St., NW # 500, Washington, DC 20006
5) U.S. Trustee W. Clarkson McDow, 300 E Pratt St., #350, Baltimore, MD

/s/ David Kissi

Subscribed and sworn to before me a Notary Public for the State of Maryland and the County of Prince George's. My Commission Expires October 26, 2005
Signed by: /s/ Jumoke Catherine Akinfe, Notary Public

APPENDIX U
(List of the Prosecution's Witnesses in U.S. v Kissi)

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

UNITED STATES OF AMERICA	*	
	*	Criminal No. 05-0254
v.	*	
	*	
DAVID KISSI	*	

LIST OF WITNESSES
AND PERSONS WHOSE NAMES MAY BE MENTIONED FOR VOIR DIRE

Christine Barilla-Nell
United States Small Business Administration

Gary Baxley
Baxley Realty Advisors, Inc.

Maria E. Chavez-Ruark, Esq.
DLA Piper Rudnick

Pamela Daittillio
United States Department of Transportation

The Hon. E. Stephen Derby
United States Bankruptcy Court
District of Maryland

Emil Hirsch, Esq.
O'Connor and Hannan, LLP

Richard M. Kremen, Esq.
DLA Piper Rudnick

Katherine Levin, Esq.
Assistant United State Trustee
District of Maryland

Sarah Manning
Subtractions, LLC

Elliott Marsden, Esq.
Marsden, Botsaris & Seledee

Robert Martin
Coldwell Banker

The Hon. Peter J. Messitte
United States District Judge
District of Maryland

Special Agent James Mollica
Federal Bureau of Investigation

Mark Neal, Esq.
Assistant United States Trustee
District of Maryland

Special Agent Thomas Simmons
Federal Bureau of Investigation

Julie Tumia
Midwest Inc./ Pramco II LLC

Gary Wilson
Moisture Protection Technologies, Inc.

C. Lawrence Wiser, Esq.

Special Agent Elise Woods
United States Department of Transportation

Respectfully Submitted,
Rod J. Rosenstein
United States Attorney

By: /s/ Jonathan Biran
Barbara S. Sale
Assistant United States Attorneys
36 S. Charles Street
Fourth Floor
Baltimore, Maryland 21201
410-209-4800

APPENDIX V
(Portion of Trial Transcript for
U.S. v Kissi, Case # AW 05-cr-0254)

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND (GREENBELT)
AT BALTIMORE

TRANSCRIPT OF PROCEEDINGS

UNITED STATES OF AMERICA,	:	
	:	CRIMINAL ACTION
v.	:	NO. 8:05-CR-00254
DAVID M. KISSI,	Defendant:	AUGUST 2, 2006

TRIAL
VOLUME III
BEFORE THE HONORABLE JOSEPH R. GOODWIN
UNITED STATES DISTRICT JUDGE

APPEARANCES:

For the United State: MR. JONATHAN BIRAN
MS. BARBARA S. SALE
Assistant U.S. Attorneys
36 S. Charles Street
Fourth Floor
Baltimore, MD 21201

For the Defendant: MR. FRED WARREN BENNETT
Attorney At Law
6301 Ivy Lane
Suite 419
Greenbelt, MD 20770

Court Reporter: Lisa A. Cook, RPR-RMR

Proceedings recorded by mechanical stenography; transcript produced by computer.

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APPENDIX W
(Order of Judge Messitte Case PJM 05-2414)

IN THE UNITED STATE DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

DAVID KISSI, Appellant,	:	
	:	
v.	:	Case #: PJM 05-2414
	:	ECF-EXEMPT
RICHARD M. KREMEN,	:	
Appellee	:	

ORDER

The Court having considered Appellant David Kissi's Notice of Appeal, it is for the reasons stated in the accompanying Memorandum Opinion this 7th day of December, 2005 ORDERED:

1. Appellant David Kissi's Notice of Appeal [Paper No. 1] is DISMISSED WITH PREJUDICE; and

2. The Clerk of the Court is directed to CLOSE this case.

/s/ PETER J. MESSITTE
UNITED STATES DISTRICT JUDGE

APPENDIX X
(Order of Judge Messitte Case # PJM 05-2641)

IN THE UNITED STATE DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

DAVID KISSI, Appellant,	:	
	:	
v.	:	Case #: PJM 05-2641
	:	
RICHARD M. KREMEN, Appellee	:	

FINAL ORDER OF JUDGMENT

The Court having considered Appellant Edith Truvillion's Notice of Appeal [Paper No. 1][and Appellee Richard M. Kremen's Motion to Dismiss for Lack of Prosecution [Paper No. 3], it is for the reasons stated in the accompanying Memorandum Opinion this 27th day of April, 2006

ORDERED:

1. Appellee Richard M. Kremen's Motion to Dismiss for Lack of Prosecution [Paper No. 3] is GRANTED;

2. Appellant David Kissi's Notice of Appeal [Paper No. 1] is DISMISSED WITH PREJUDICE; and

3. The Clerk of the Court is directed to CLOSE this case.

/s/ PETER J. MESSITTE
UNITED STATES DISTRICT JUDGE

APPENDIX Y
(Order of Judge Messitte Case # PJM 05-3458)

IN THE UNITED STATE DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

DAVID KISSI, Appellant, :
:
v. : Case #: PJM 05-3458
:
RICHARD M. KREMEN, :
Appellee :

FINAL ORDER OF JUDGMENT

The Court having considered Appellant Edith Truvillion's Notice of Appeal [Paper No. 1][and Appellee Richard M. Kremen's Motion to Dismiss for Lack of Prosecution [Paper No. 3], it is for the reasons stated in the accompanying Memorandum Opinion this 27th day of April, 2006 ORDERED:

1. Appellee Richard M. Kremen's Motion to Dismiss for Lack of Prosecution [Paper No. 3] is GRANTED;

2. Appellant David Kissi's Notice of Appeal [Paper No. 1] is DISMISSED WITH PREJUDICE; and

3. The Clerk of the Court is directed to CLOSE this case.

/s/ PETER J. MESSITTE
UNITED STATES DISTRICT JUDGE

APPENDIX Z
(Memorandum Opinion of Judge Peter J. Messitte Which Pertains To His Order Entered On December 12, 2005 – See **Appendix W**)

IN THE UNITED STATE DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

DAVID KISSI, Appellant,	:	
	:	
v.	:	Case #: PJM 05-2414
	:	ECF-EXEMPT
RICHARD M. KREMEN,	:	
Appellee	:	

MEMORANDUM OPINION

On September 1, 2005, Appellant David Kissi filed a Notice of Appeal from Bankruptcy Court. No designation of the record was received by the Court.

On September 6, 2005, the Court ordered that Appellant show cause within 10 days of the Court's Order why his appeal should not be dismissed on the basis that Appellant had not filed with the Clerk and served on the Appellee Richard M. Kremen the items to be included in the record on appeal and a statement of the issues to be presented as required by Bankruptcy Rule 8006. However the Court's Order was returned undeliverable because Appellant had not kept the Court apprised of his current address of record as required by Local Rule 102(1)(b)(iii).

On October 5, 2005, the Court entered a second Order directing the Clerk to resend the Court's September 6 Order to Appellant's last known permanent address, 4304 Ammendale Road, Beltsville, MD 20705. The Court also ordered Appellant to show cause within 20 days why his appeal should not be dismissed.

As of this date, Appellant has filed no response. In light of the fact that Appellant, having been given two opportunities to explain his noncompliance, has not responded to the Court's Orders and has not complied with Bankruptcy Rule 8006, requiring a designation of the items in the record on appeal and a statement of the issues, the Court finds that any further delay in prosecuting this appeal will have a prejudicial effect on the other parties, and the appeal will be DISMISSED. See Local Rule. 404.2 The Clerk is directed to CLOSE the case.

A separate Order will issue.

12/7/05 /s/ PETER J. MESSITTE
Date UNITED STATES DISTRICT JUDGE